

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name **UPSLOPE SOLUTIONS**

27422 N. 60TH DRIVE

Street Address

PHOENIX, AZ 85085

City State Zip Code

Telephone Number: (602) 863-4905

Name of Person Authorized to Sign Offer **RANDALL EDEN**

PRESIDENT

Title of Authorized Person

Randall A. Eden

10/31/07

Signature of Authorized Person Date of Offer

Facsimile Number: (602) 547-9102

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: 20068223

Offeror's Federal Employer Identification Number: 56-2454190

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated 10/31/07, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED08-0010**.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this 31st day of December 2007

Douglas C. Peeples
Douglas C. Peeples, MBA, CPPB, CPCM
Chief Procurement Officer

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SECTION 1

SCOPE OF WORK

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1. Statement of Purpose

In accordance with HB2790, the Arizona Department of Education (ADE) seeks to contract with an individual or entity to develop training materials for education administrators and managerial staff in the area of employee discipline and legal risk management issues.

2. Scope of Work

A. The qualifying materials shall be designed around the concept of reducing employee discipline related legal risk issues in Arizona schools and school districts. The qualifying materials shall:

1. Meet the qualifications for use of federal title II funds:

- a. assist teachers and paraprofessionals to become Highly Qualified
- b. Meet professional Development needs identified in the LEA or school site plan.

2. Include adult learning theory activities

- a. Real world application
- b. Structured to provide support from peers and reduce the fear of judgment during learning
- c. Activities that allow the participants to practice the learning and receive structured , helpful feedback
- d. Small group activities
- e. include coaching and other kinds of follow-up support

3. Use video based direct instruction format:

Components of direct instruction include; objectives, standards, anticipatory set, teaching, input modeling, check for understanding, guided practice/monitoring, closure and independent practice

4. Use activity objectives that are aligned with the taxonomy of learning:

These objectives include, knowledge, comprehension, application, analysis, synthesis and evaluation

5. Include the use of case studies

6. Utilize decision making software

7. Include online pre and post assessments

8. Include print based support resources, including facilitator guides and participant manuals

B. These materials shall be distributed to every school district and charter school in the state of Arizona during the fiscal year 2007-2008, under a licensing structure which gives perpetual rights to use the multi media and duplication of print resources at no cost.

C. Additional training courses and other outsourced services may be purchased by the school districts and charter schools and shall be conducted by vendor approved certified trainers. Participation in these optional services is voluntary and shall not be a prerequisite to receive the qualifying materials and use license. All registration and training costs for these optional training services shall be paid by the school districts or charter schools, including travel, lodging, and per diem expenses associated with participation in these services.

3. Contractor Responsibilities

A. Develop a training program and materials that meet all of the above qualifications pursuant to HB2790.

B. Collaborate with ADE in the development process and have the final product available for approval to ensure all criteria are met concerning the materials to be distributed.

C. Develop a distribution process to ensure all school districts and charter schools in Arizona receive the training materials which includes a licensing structure that provides perpetual rights to use the multimedia and the duplication of print resources of the participants' manuals.

D. Develop additional and optional outsourced services that may be purchased by the school districts and charter schools and have certified trainers available to allow further professional development training in this area.

E. Ensure appropriate amount of staff is available for coaching and other customer service and follow up support.

4. ADE Responsibilities

A. Collaborate with the contractor in developing the training program to ensure not only that the requirements are met but that the training program is developed with the school districts site plan in mind and will be usable in the school environment.

B. Collaborate with the contractor in the distribution process to ensure all school districts and charter schools are included.

SECTION 2

METHOD OF APPROACH AND IMPLEMENTATION PLAN

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A Proposal to Reduce Employment-Related Legal Risk in Arizona's Public School Districts and Charters

FACTS AND PROBLEMS

Arizona's public school districts and charters face a serious employment-related litigation crisis. Over the past two decades, lawsuits against public school districts and charters have become commonplace. According to a 2003 Harris interactive poll, 62% of principals surveyed said that they had faced one or more legal challenges at some point in their careers, while in a separate survey of building level administrators at the secondary level conducted in 2006, 25% of respondents reported that their schools had been involved in threatened or actual litigation for some reason within the previous two years alone.

On a national basis, these lawsuits involve employment-related complaints more than any other cause. As of 2005, certified and classified employees were responsible for 75% of all lawsuits filed against public school districts and charters – and by conservative estimates, 60% of all K-12 institutions will be sued at some point by an employee.

Across the U.S., the cost of defending against, settling, or paying out these claims is estimated at a staggering \$3 billion annually – funds that could better be spent on School Improvement Initiatives focused on increasing student achievement. In the state of Arizona, for example, the Arizona Risk Retention Trust ("The Trust"), the state's largest pooled insurance fund, managed approximately 4,000 claims for all causes in 2004 – an estimated 267% increase from 1998. Given the national data, it can be inferred that about 3,000 of these cases involved employment-related matters.

Because The Trust also reported an average claim management cost of \$5,800 during this timeframe, it can also be inferred that employment-related litigation cost insurers, public school district and charters – and, ultimately, the taxpayers of Arizona – \$17.4 million in 2004. Assuming the same rate of increase observed from 1998-2004 and a constant rate of increase in the number of claims and no increase in The Trust's per-case management costs, this figure is estimated at \$26.2 million for 2007 – and may approach \$46.5 million in 2010.

Why insurance coverage alone represents an insufficient and "passive" response to this crisis

"Any employer, no matter how effective its employment practices and procedures, is still vulnerable to employment-related liabilities. Therefore, it is important to recognize that resources and solutions are available to address these challenges and to protect you in the event (you are) faced with an employment practices claim."

-National Union Employment Practices Liability Insurance product overview

Because of the potential losses involved, it is clearly important for public school districts and charters to maintain adequate primary, secondary, and tertiary insurance as a hedge against the threat of employment-related lawsuits. However, an exclusive reliance on E&O coverage, county legal pools, risk retention trusts, prepaid legal services, or state excess liability funds is likely to result in a legal risk management plan focused more on "damage control" than the reduction or prevention of litigation.

Given the accountability-related challenges being faced by Arizona's 21st Century schools, the use of this "passive" approach alone is unlikely to

ameliorate the employment-related litigation crisis faced by 21st Century schools in Arizona for the following reasons:

- The types of incidents for which public school districts and charters are sued for the most are typically excluded from standard coverage. Wrongful death and common civil rights violations (e.g., discrimination, sexual harassment, and wrongful termination) are sources of increasing litigation in many districts, yet primary coverage for these high-risk incidents is typically absent from standard policies due to the loss history insurers have experienced in these areas.
- High-risk practices are often identified during the review of an insurance application. During the underwriting process, insurance companies typically review copies of the Human Resources employment practices and investigative guidelines in use by the public school district or charter and do not infrequently deny coverage altogether based on the overall risk profile presented by employment-related policies or procedures.

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- Comprehensive training programs are often prerequisites for coverage. While secondary or tertiary coverage at additional expense is typically sought by K-12 institutions, such insurance is frequently unavailable unless public school districts and charters can demonstrate proof of appropriate professional development for "front line" decision-makers in high risk areas (e.g., sexual harassment).

Why job-embedded professional development represents a critical "proactive" response to this crisis

"The overall situation can be improved by more focus on risk management."

—John Wilson, Executive Director
CA Schools Excess Liability Fund (SELF)

Entities who insure and defend 21st Century Schools have often called for a more "proactive" approach to the management of employment-related legal risk to actually reduce or prevent such litigation. These advisors consistently indicate that the most effective strategy for reducing the impact of such litigation is to provide meaningful professional development opportunities for those "front-line" administrators and supervisors who present the most legal risk to public school districts and charters.

Two of the more frequently cited reasons for this recommendation include the following:

- **High turnover rates among school leadership.** Since administrative turnover rates average 18% per year on a national basis, public school districts and charters regularly suffer a loss of the "intellectual capital" and experience required to effectively deal with employment-related legal risks.
- **Lack of specific training during certification.** Most M.Ed. programs typically provide only a single 3 credit hour course in general school law.

"There's no way a school district can be spared from liability unless front-guard people know what kind of a response is necessary in a situation."

—School Attorney Clauda Bentley
Manningsburg, WV

While a plethora of companies provide human resources training materials for general business audiences, there is a dearth of firms that focus exclusively on the management of employment-related legal risk within the unique environment public school districts and charters. Unfortunately, this lack of relevant employment-related professional development opportunities for K-12 administrators and supervisors comes at a time when federal and state AYP demands place public school districts and charters under increasing pressure to aggressively manage cases of employee misconduct or lack of competence from less than "highly qualified" staff

that may be negatively impacting student achievement.

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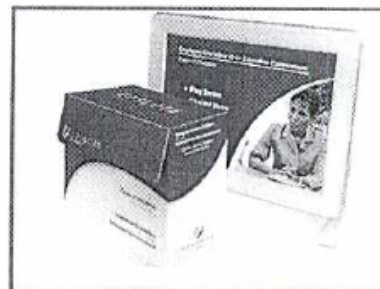
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PROPOSED SOLUTIONS TO THESE PROBLEMS

UpSlope is a well-respected provider of employment-related legal risk management products and services in Arizona and beyond

UpSlope Solutions is an Arizona-based Limited Liability Corporation and provider of high quality, research-based, professional development products, support services, and accountability-related consulting services to public school districts and charters across the United States. Together, the company's general partners have over 30 years of direct classroom, administrative and school board experience as well as over 25 years of software development, product marketing, and large-scale project management expertise in the private sector.

The company's primary product line, the *Legal Issues & Risk Management in Education Series*®, was designed specifically to equip school leaders with the means to proactively manage the legal risks associated with the most common operational hazards encountered by public school districts and charters. As a three module professional development opportunity for administrators and supervisors, the overarching goals of the first program in the series, *Employee Discipline in an Education Environment* © (EDEV), are as follows:



- **Title 1: Types of Employee Discipline:** The goal of this module is to provide participants with a greater understanding of the types of discipline commonly used in an education environment. Participants will focus on distinguishing between the various types of discipline and begin to evaluate how each is used in given situations of misconduct or incompetence.
- **Title 2: Grounds for Employee Discipline:** In this module, participants will look at some common reasons why education employees are disciplined and the ways in which the inappropriate or unacceptable employee actions or behaviors of school personnel can negatively impact student achievement.
- **Title 3: Executing Employee Discipline:** The purpose of this module is to integrate the concepts learned and skills gained earlier in the series with the essential hands-on tools and strategies needed to develop progressive discipline guidelines, to conduct a basic disciplinary investigation and to properly implement employee discipline in a manner that protects the due process rights of the accused where applicable.

Since its release in mid-2005, EDEV has been implemented as the employment-related risk management professional development product of choice for dozens of public school districts and charters in eight states, including 42 within the state of Arizona. EDEV meets each of the criteria set forth in HB2790 and the Scope of Work (SOW) for the following reasons:

1. **EDEV meets the qualifications for the use of federal Title II funds.** As a professional development product that is not only widely acclaimed within public school districts and charters but is also already reported by superintendents, directors of human resources, and principals to have effectively reduced employment-related litigation in their respective institutions, EDEV meets this SOW requirement by:
 - **Assisting teachers and paraprofessionals in becoming "Highly Qualified."** Well publicized for its student-centered accountability provisions, the *No Child Left Behind Act* (NCLB) also mandates "quality assurance" among education professionals based on solid research linking educator competence to student achievement. In response to this need, the High, Objective, Uniform State Systems of Evaluation (HOUSSE) standards were devised by the U.S. Department of Education to provide Arizona and other states with guidance for the development of mechanisms to ensure that all classroom educators are "Highly Qualified."

EDEV supports Highly Qualified Teacher (HQT) and Highly Qualified Paraprofessional programs by equipping public school districts and charters with the strategies and tools needed to proactively manage the legal risks that result when employee discipline must be executed to address any identified

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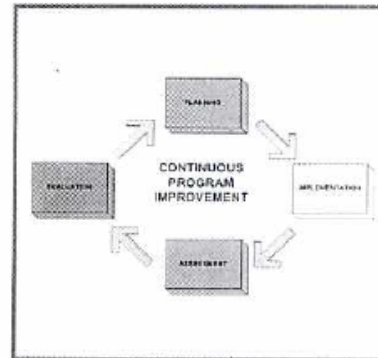
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lack of competence on the part of these staff. Because these professional competency issues argue against a "highly qualified" designation, public school districts and charters must be able to hold these employees accountable whenever reasonable efforts to remediate persistent actions or behaviors that negatively impact student achievement have failed.

- Addressing professional development needs outlined in the LEA or school site plan. Whether engaged in by a teacher, a media center clerk, or a cafeteria worker, any act of staff misconduct has the potential to negatively impact campus safety or school climate on either a direct or an indirect basis. An improvement in these environmental factors campus safety and school climate represents a common goal for the Continuous School Improvement (CSI) initiatives of many 21st Century Schools, based on a body of research that has demonstrated a link between campus safety or school climate and student achievement (REF FROM PROGRAM 2).



EDEV provides a vehicle for public school districts and charters to address campus safety and school climate issues that originate with staff rather than students. Additionally, given the common lack of skills in this area at the building level, the proactive management of employment-related legal risk has also been identified as a CSI initiative in its own right due to the behavioral changes among administrators and supervisors that are required to transition their public school districts or charters toward the consistent use of investigative practices, disciplinary decision making, documentation, and other common "trouble spots."

2. EDEV takes several adult learning theories into account within its instructional design. As a professional development product developed by company with over a decade of experience developing and delivering high quality learning opportunities for thousands of participants across the country and abroad, EDEV meets this SOW requirement by:

- Promoting "real-world" application of employment-related legal risk management concepts and skills. After certification, most employment-related professional development is received during one to two hour lectures at conferences that focus heavily on current issues rulings, and "don'ts", but provide little basis for the practical development of operational "do's" at the local level. As a result, participants often have difficulty translating the critical research, concepts, and skills involved into practice.

EDEV Training Method	
Experience	Participants are placed in scenario exercises.
Identify	Participants are given the opportunity to identify the relevant legal aspects.
Analysis	Participants analyze the scenario and discuss the results.
Generate	Participants are given the opportunity to develop a plan of action to address the scenario and discuss the results.

EDEV is an 18 hour professional development opportunity organized into discrete one-day modules based on learning activities comprised of four components: tutorial, job relevance identification, situational analysis, and practical ("take home") application. This aspect of the instructional design is well suited for job-embedded adult learning in a "to the point" format that consistently focuses learning on the mitigation of those specific employment-related legal risk management issues faced by public school districts and charters in general, the respective public school districts and charters of participants, and participants themselves.

- Fostering peer support and to reducing the fear of judgment during learning. To maximize the probability of application level concept and skill attainment, professional development programs must also be structured in a manner that provides varied opportunities for participants to regularly contribute their perspectives, share information, and recount directly relevant experiences with each other. Adult learning environments may work against this goal, however, by erecting unintentional barriers to the inclination of some participants to contribute when their peers are present.

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EDEV utilizes a range of instructional methodologies to provide participants with multiple contexts for collaborative learning. By regularly transitioning Regular between these interactive approaches, program facilitators create and maintain a compelling and engaging adult learning environment.

- **Providing offline practice opportunities, as well as structured, helpful feedback.** Retention of concepts and skills is maximized when any job-embedded professional development program provides participants with multiple opportunities to apply critical learning. After these are completed, a variety of review strategies, analysis techniques, and additional examples must be used to assist participants in validating their responses.

EDEV provides one or more practice opportunities for every activity within each module. Program facilitators provide both structured feedback based on the essential learning of the activity and tailored feedback based on the specific responses, interpretations, or conclusions drawn by participants.

- **Including a variety of small group activities.** For several reasons, adult learning is most effective when conducted in groups of fifteen participants or less. Within any cohort, concept and skill retention is also maximized when participants are afforded the opportunity to collaborate in a variety of group formats during the professional development experience.

EDEV employs several small group strategies for promoting synergistic learning such as work pairs, focus groups, and breakout groups. These learning formats are used for case studies, surveys, inventories, needs assessments, and other purposes before and/or after the tutorial portion of each activity.

- **Anticipating the need for program-related coaching and follow-up support.** At its outset, any CSI initiative with a professional development component must address both the need for sustained capacity building at the local level in the near term as well as periodic follow-up and support of those "front line" staff largely responsible for effecting the desired institutional change over the long-term. Since institutional cultures are diverse, the materials and methods used to conduct this professional development must be both robust and flexible.

EDEV provides those public school districts and charters that wish to implement the program on their own with a scripted facilitator guide for each module. Through the company's regional Professional Development Academies (PDAs), UpSlope also provides training of prospective facilitators, while other programs designed exclusively for participants with no local facilitator are also offered using a direct instruction model.

3. **EDEV incorporates several sound teaching methods within its instructional design.** As a professional development product that not only follows the most widely accepted instructional model among K-12 audiences but also includes full DVD-based supporting materials, EDEV meets this SOW requirement by:

- **Delivering instruction using the Essential Elements of Instruction (EEI) framework.** Concept and skill attainment during any professional development opportunity is maximized when program facilitators follow a predictable pattern of teaching. Because of its efficacy in a standards-referenced learning environment, EEI is most frequently the framework of choice within 21st Century Schools

EDEV is structured in a manner that parallels EEI. Each activity begins by establishing buy-in" before the essential learning of each tutorial is introduced, demonstrated, confirmed as delivered, practiced with assistance, summarized, and then practiced without assistance at the end of each module.

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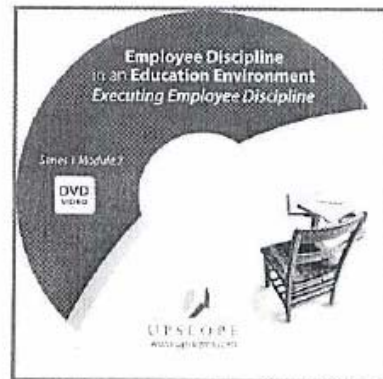
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- **Enhancing adult learning with video-based instructional support.** The effectiveness of any professional development opportunity is increased when instructional materials are well differentiated and engage multiple senses. By incorporating an audio-visual component into the adult learning process, the attainment of concepts and skills by participants is enhanced.

EDEV contains extensive DVD support during the tutorial portion of each activity. The program is hosted by UpSlope associate Gary Lassen, J.D., Ph.D., a licensed, practicing attorney who has specialized in the defense of over 50 public school districts in Arizona against employment-related claims for more than 25 years. Lassen has also served as the past as Assistant Attorney General for Education for the Arizona State Board of Education and the Arizona Department of Education.



EDEV also provides extensive DVD support during the guided practice portion of each activity as well. Dozens of vignettes re-enacted from actual disciplinary incidents are included both to reinforce key concepts and to provide a basis for the practice of key skills by participants.

4. **EDEV contains multiple alignments to guide program teaching and learning.** As a professional development product structured around key sets of teaching and learning goals with clearly defined cognitive levels for mastery, EDEV meets this SOW requirement by:

- **Defining outcomes at the program level.** Both facilitators and participants must be aware of the expected results of any professional development opportunity. At regular intervals during any portion of the program, both instruction and learning must be monitored and adjusted accordingly to ensure that these outcomes are being progressively attained.

EDEV provides facilitators and participants with teaching and learning expectations at the module level. Together, these represent the overall goals for the program.

Module Learning Outcomes	
1.	Examine a set of basic legal and interpersonal principles that form a framework for reducing the legal risks involved in the execution of employee discipline.
2.	Associate the overall risk of grievance or litigation following employee disciplinary actions with the objectives of the LEA to meet basic standards.
3.	Discuss the three major value propositions that progressive discipline guidelines offer as to the execution of discipline for individual employees and across the LEA as a whole.
4.	Relate the sequence of actions and decisions by administrators or supervisors during the investigation of any incident that may or may not lead to disciplinary action for an employee.
5.	Use a series of facts and documentation templates within the context of an investigation or subsequent employee disciplinary action.
6.	Formulate "mental checklists" of the due process and procedural considerations associated with each of the five primary types of employee discipline.
7.	Recognize the elements of and patterns of organization within documentation samples for each of the five types of employee discipline.
8.	Critique the disciplinary actions taken by LEA administrators or supervisors within a series of vignettes and case studies.
9.	Extend general strategies for reducing risk of grievance or litigation to address the unique variables of the LEA.

- **Establishing objectives at the activity level.** Facilitators and participants must also be aware of how objectives for teaching and learning at the activity level relate to the established program outcomes. Together, each of the concepts and skills attained during any interval of the learning experience must align to one or more of the objectives for the activity.

EDEV also provides facilitators and participants with clearly defined learning objectives at the beginning of each activity. Within each module, these objectives are aligned to program objectives as well.

TIME	PURPOSE	SETTING	MATERIALS & DVD Clips
55-65 minutes	<ul style="list-style-type: none"> To examine the due process and procedural considerations that exist before disciplinary action is taken, including an official grievance. To demonstrate examples of the four disciplinary actions that may be used to resolve official grievances. To review effective ways of disciplining employees and a collection of vignettes. 	<ul style="list-style-type: none"> Whole group Individual 	<ul style="list-style-type: none"> Employee Discipline (Pages 800-72) DVD #1 DVD #2 DVD #3 DVD #4 DVD #5 DVD #6 DVD #7 DVD #8 DVD #9 DVD #10 DVD #11 DVD #12 DVD #13 DVD #14 DVD #15 DVD #16 DVD #17 DVD #18 DVD #19 DVD #20 DVD #21 DVD #22 DVD #23 DVD #24 DVD #25 DVD #26 DVD #27 DVD #28 DVD #29 DVD #30 DVD #31 DVD #32 DVD #33 DVD #34 DVD #35 DVD #36 DVD #37 DVD #38 DVD #39 DVD #40 DVD #41 DVD #42 DVD #43 DVD #44 DVD #45 DVD #46 DVD #47 DVD #48 DVD #49 DVD #50 DVD #51 DVD #52 DVD #53 DVD #54 DVD #55 DVD #56 DVD #57 DVD #58 DVD #59 DVD #60 DVD #61 DVD #62 DVD #63 DVD #64 DVD #65 DVD #66 DVD #67 DVD #68 DVD #69 DVD #70 DVD #71 DVD #72 DVD #73 DVD #74 DVD #75 DVD #76 DVD #77 DVD #78 DVD #79 DVD #80 DVD #81 DVD #82 DVD #83 DVD #84 DVD #85 DVD #86 DVD #87 DVD #88 DVD #89 DVD #90 DVD #91 DVD #92 DVD #93 DVD #94 DVD #95 DVD #96 DVD #97 DVD #98 DVD #99 DVD #100

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- Ensuring the proper level of instruction and learning. When facilitators receive little or no guidance with regard to the level of instruction required for concept or skill mastery, participants are prone to “over-learn” or “under-learn” portions of any program. When this is the case, translation of concepts or skills from the professional development opportunity to the workplace is more likely to be incomplete.

EDEV also provides facilitators and participants with guidance about the intended cognitive level required for concept or skill mastery. These alignments are established for both program outcomes and activity objectives.

ACTIVITY OBJECTIVE	PLANNING	IMPLEMENTATION	EVALUATION	TRANSFER
1. Identify the purpose of the activity.	1.1. Identify the purpose of the activity.	1.2. Identify the purpose of the activity.	1.3. Identify the purpose of the activity.	1.4. Identify the purpose of the activity.
2. Identify the audience for the activity.	2.1. Identify the audience for the activity.	2.2. Identify the audience for the activity.	2.3. Identify the audience for the activity.	2.4. Identify the audience for the activity.
3. Identify the resources for the activity.	3.1. Identify the resources for the activity.	3.2. Identify the resources for the activity.	3.3. Identify the resources for the activity.	3.4. Identify the resources for the activity.
4. Identify the methods for the activity.	4.1. Identify the methods for the activity.	4.2. Identify the methods for the activity.	4.3. Identify the methods for the activity.	4.4. Identify the methods for the activity.
5. Identify the materials for the activity.	5.1. Identify the materials for the activity.	5.2. Identify the materials for the activity.	5.3. Identify the materials for the activity.	5.4. Identify the materials for the activity.
6. Identify the time for the activity.	6.1. Identify the time for the activity.	6.2. Identify the time for the activity.	6.3. Identify the time for the activity.	6.4. Identify the time for the activity.
7. Identify the location for the activity.	7.1. Identify the location for the activity.	7.2. Identify the location for the activity.	7.3. Identify the location for the activity.	7.4. Identify the location for the activity.
8. Identify the personnel for the activity.	8.1. Identify the personnel for the activity.	8.2. Identify the personnel for the activity.	8.3. Identify the personnel for the activity.	8.4. Identify the personnel for the activity.
9. Identify the budget for the activity.	9.1. Identify the budget for the activity.	9.2. Identify the budget for the activity.	9.3. Identify the budget for the activity.	9.4. Identify the budget for the activity.
10. Identify the evaluation for the activity.	10.1. Identify the evaluation for the activity.	10.2. Identify the evaluation for the activity.	10.3. Identify the evaluation for the activity.	10.4. Identify the evaluation for the activity.

5. EDEV creates contexts for learning that use actual cases studies. As a professional development product featuring dozens of high quality print-based case studies and DVD-based case vignettes, EDEV meets this SOW requirement by:

- Demonstrating common disciplinary problems within 21st Century Schools. Participants must be able to clearly establish a high degree of relevance between the essential learning of any professional development opportunity and the problems they face in their job environments. Video-based re-enactments of actual events provide a powerful means for creating this connection.

EDEV includes a wide range of case studies and vignettes that are readily familiar to administrators and supervisors. These situations are based on actual disciplinary incidents from around the country which resulted in real or threatened litigation.



- Considering solutions for disciplinary problems in an “off-line” environment. The presentation of case study and vignette-based disciplinary problems during any professional development program must be followed immediately by opportunities to consider possible solutions as well. These exercises are most effective when structured as guided practices to increase the likelihood that participants will be able to apply essential program learning their respective public school districts and charters.

EDEV structures the guided practice portion of each activity in a manner that allows participants to apply the strategies for reducing legal risk learned during the tutorial to the case study or vignette. Afterward, participants also identify the issues that must be addressed to translate such solutions to their respective public school districts and charters.

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8. EDEV includes several print-based support resources. As a professional development product supported by print-based or electronic facilitator guides, participant manuals, and other ancillary materials, EDEV meets this SOW requirement by:

- **Guiding facilitators in their delivery of program instruction.** The effectiveness of any professional development program is increased when facilitators are equipped with comprehensive yet understandable guides for conducting the learning opportunity. These materials must clearly sequence instruction and provide scripting support to ensure consistent program delivery between cohorts.

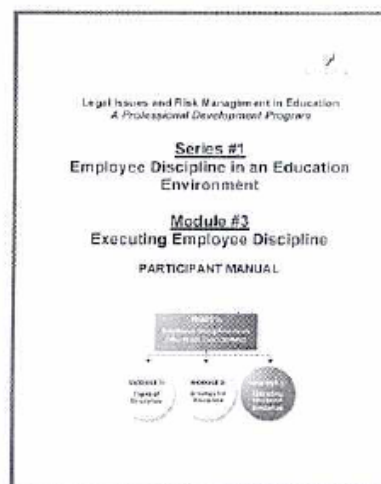
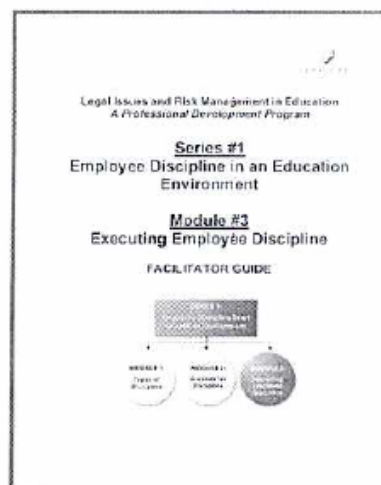
EDEV provides facilitators with a separate guide for each program module that contains extensive instructional support, including instructional checklists, recommended pacing, and cross-referencing to their corresponding participant manuals. Each activity is carefully scripted and includes answers for the exploration items associated with each case study or vignette-driven guided practice.

- **Organizing learning for participants.** The effectiveness of any professional development program is further increased when participants are armed with well-conceived workbooks that properly structure the learning experiences. When designed to support the implementation of the critical concepts and skills developed during the program, these materials should also serve as meaningful and concise references afterward.

EDEV provides participants with a separate manual for each program module. Each of these serves as a workbook for the module and includes text-based reviews of DVD-delivered tutorials and case studies, learning organizers, case study or vignette-driven guided practices, and personal application note sheets.

- **Preparing participants for the implementation of the program on the local level.** One often-cited reason for the inability of professional development program participants to directly apply learned concepts and skills afterward in their respective public school districts and charters is the lack of support materials with which to make the transition. As a result, providing participants with a collection of sample ancillary materials is critical for translating research into practice.

EDEV provides the participants with samples of investigative worksheets and the types of documentation needed to execute employee discipline in a manner that fully protects due process rights before, during, and after the disciplinary action. When customized with the assistance of local legal counsel, these resources can be placed on the local network to ensure that the same types of documentation are used by administrators and



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supervisors each time the need for disciplinary action arises.

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PROPOSED PLAN OF ACTION

UpSlope anticipates that a project consisting of four defined phases will be required to fulfill the SOW. Expected collaboration points between with ADE and existing subcontractors are referenced within the respective overview tables of each phase, and the company requests that ADE identify designated contacts as soon as possible after contract.

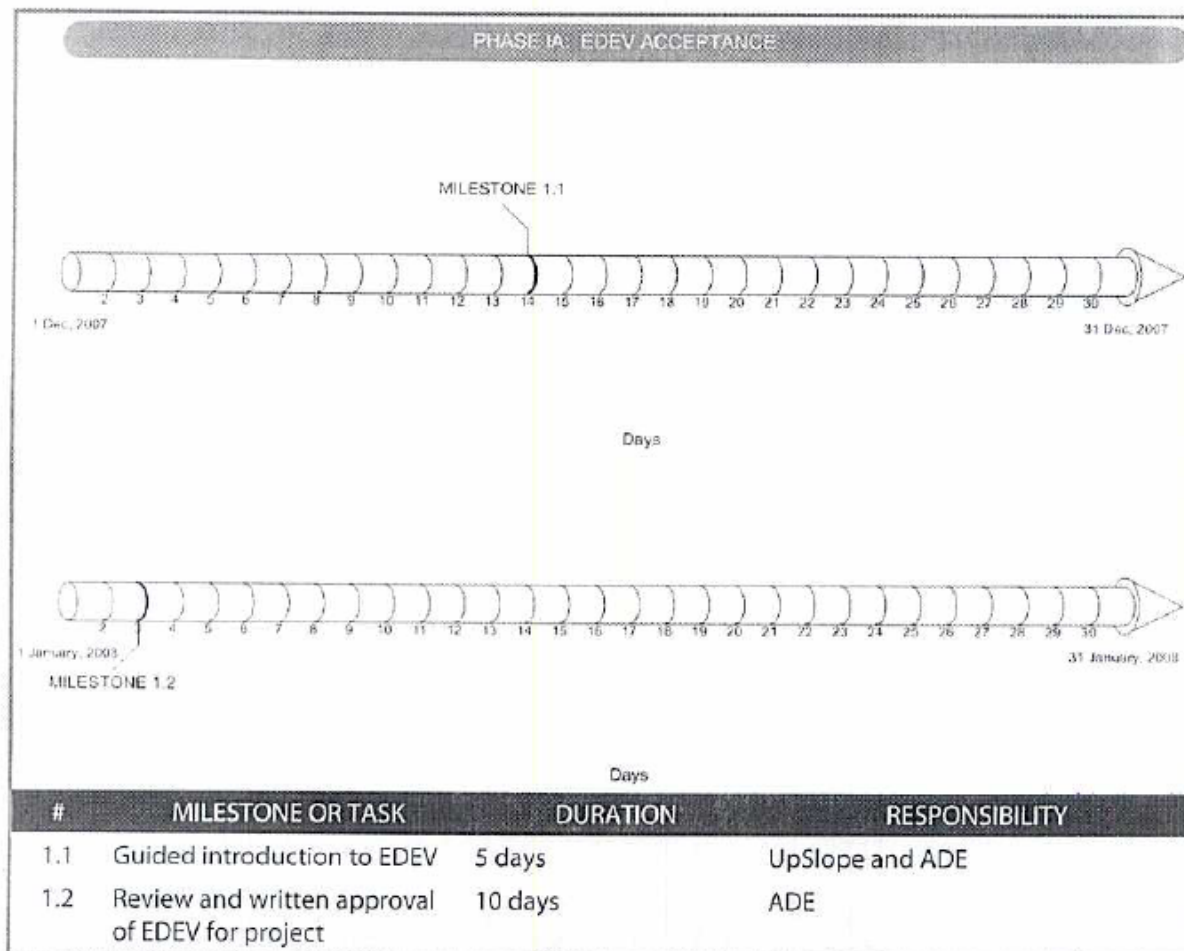
Phase I: EDEV acceptance and optional product development (est. 12/14/07 to 1/25/08)

EDEV meets all of the requirements outlined in the SOW in its native state and requires no further development or modification. The product is already available on a commercial basis within the state of Arizona and was copyrighted by UpSlope in 2005.

Per the provisions of HB 2790, UpSlope proposes the following plan for EDEV product acceptance and optional product development by ADE:

1. **Required deliverable #1: Employee Discipline in an Education Environment.** UpSlope will provide an evaluation copy of EDEV in its native state to ADE upon contract in accordance with Section 2.15 of the Solicitation. It is assumed that the agency will require an additional period of review for the purpose of establishing the alignment of EDEV with the SOW.

During this sub-phase of the project, the following milestones are anticipated:



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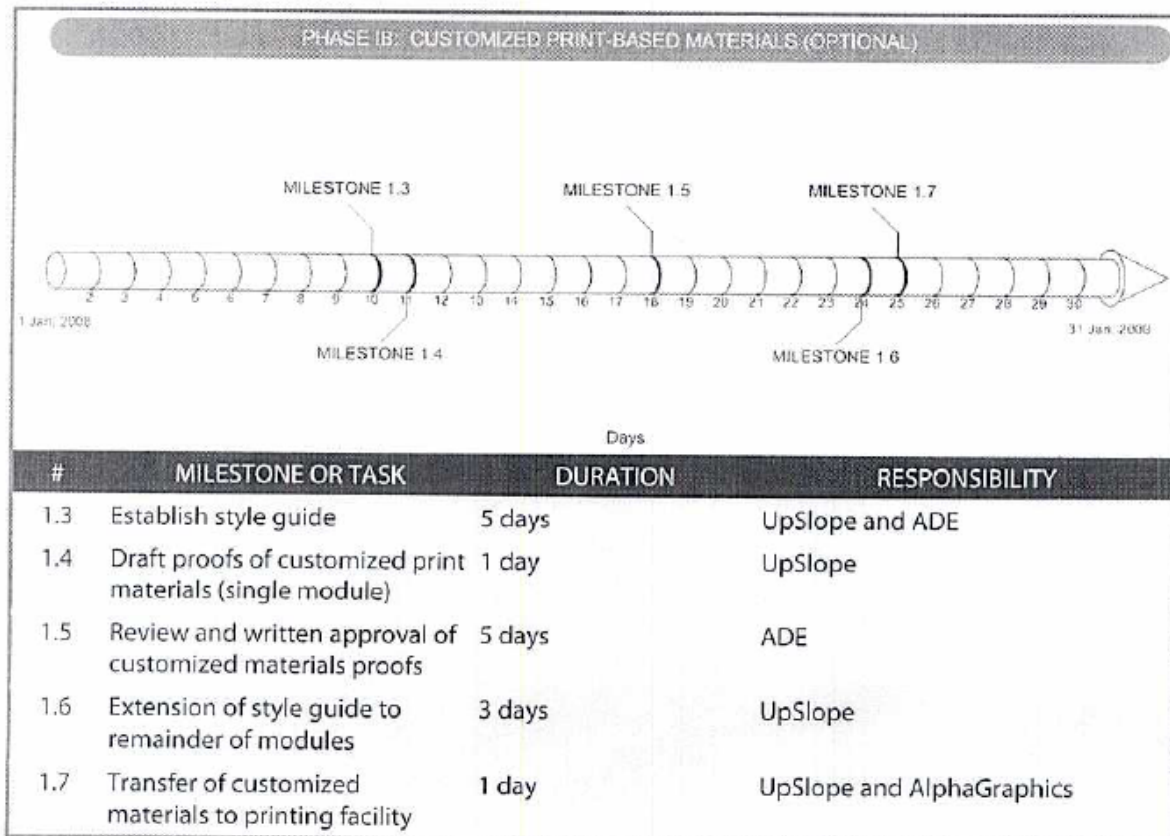
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Additionally, while not required under HB 2790, UpSlope also proposes the following plan for optional product development in association with the project:

2. **Optional deliverable #2: Customized print-based materials.** If elected by ADE, UpSlope will develop a customized version of the facilitator guide and participant manual for each product module upon written acceptance of EDEV by ADE. Anticipated requirements for these supplementary materials include the following:
 - Cover sheets containing approved co-branding (e.g., "Arizona Department of Education version" and the state logo); and
 - A letter placed in the introductory section of the facilitator guide and participant manual of module 1 of EDEV from the State Superintendent of Public Instruction or his designate that provides information such as the rationale for implementing programs such as EDEV on a state-wide basis; the importance of professional development in this area for the state, its respective public school districts or charters, and administrators or supervisors; and the expected outcomes of the professional development program.

During this sub-phase of the project, the following milestones are anticipated:



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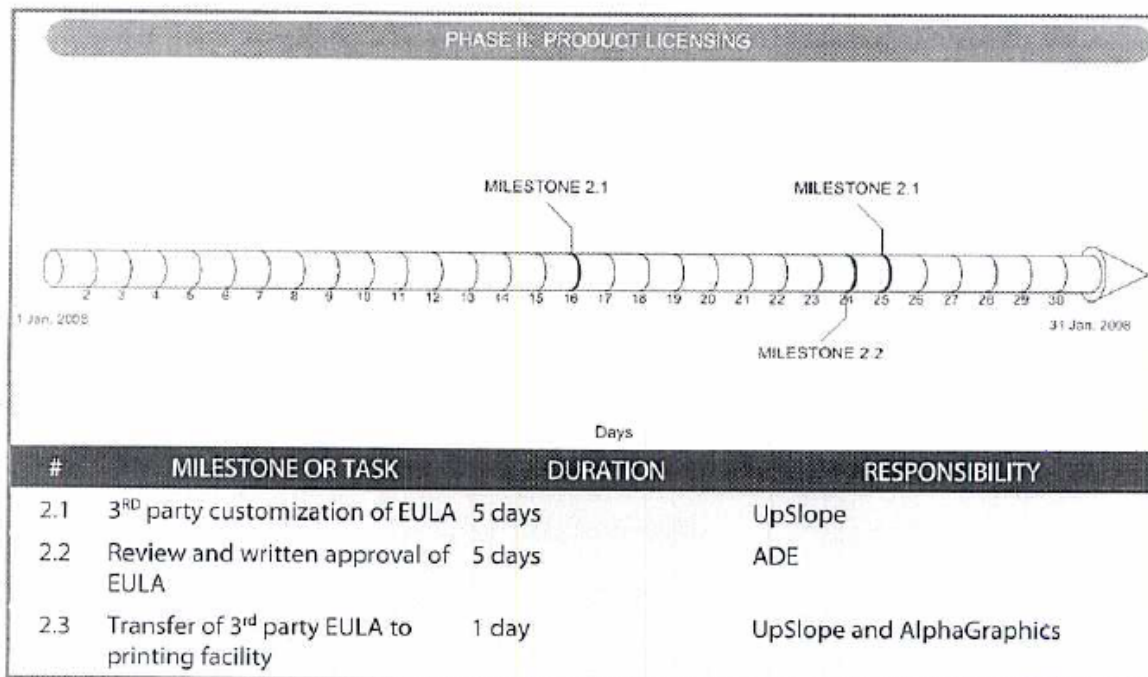
Phase II: Product licensing (1/16/08 to 1/25/08)

EDEV is licensed, not sold, to State Education Agencies (SEAs), School Administrator Associations (SAAs), and Local Education Agencies (LEAs), and this licensing provides end-users with specific rights pertaining to both the use of the multimedia resources associated with EDEV and the duplication of its print-based materials. Under the terms of UpSlope's End User License Agreement (EULA), none of these materials may be repurposed, shared with or distributed, disseminated, rented, leased, loaned, exchanged, sold, or transferred to non-licensed individuals, schools, districts, or other entities under any circumstances.

Per the provisions of HB 2790, UpSlope proposes the following plan for EDEV product licensing:

1. **Required deliverable #1: Perpetual site license for the use of EDEV-related multimedia.** UpSlope will extend an "umbrella" perpetual use license for EDEV-related multimedia to ADE with no recurring costs whatsoever. This license will grant ADE and every functioning public school district and charter in the state of Arizona on the date of contract with the right to display, access or use the multimedia materials contained within each module.
2. **Required deliverable #2: Perpetual site license for the duplication of EDEV-related print-based and ancillary materials.** UpSlope will also extend an "umbrella" perpetual duplication license for EDEV to ADE with no recurring costs. This license not only grants ADE and every functioning public school district and charter in the state of Arizona on the date of contract with the right to freely reproduce, print, or image the participant manuals and facilitator guides included within each module, but also includes online access to materials updates for 1 (one) designated materials manager at each public school district and charter within the state of Arizona.

During this phase of the project, the following milestones are anticipated:



As the original licensee, ADE will receive the master copy of the EULA, and 3rd party copies will be included within each product shipment to a licensed public school district or charter. Both required licenses will be included within a single document in a manner similar to the following:

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Program: **Employee Discipline In an Education Environment**
Duplication licensing: **YES**



TERMS AND CONDITIONS: PRODUCT END-USER LICENSE AGREEMENT (EULA)

This End-User License Agreement ("EULA") is a legal agreement between _____ ("Licensee") and UpSlope Solutions, LLC ("Company") pertaining to the media resources, facilitator guides, participant manuals, third party software-based templates and rubrics, sample documentation, and internet-based assessment services ("Materials") associated with a single program with the Legal Issues and Risk Management in Education Series and is subject to the following Terms and Conditions:

- EXTENSION OF SITE LICENSE.** In consideration of payment received, Company grants Licensee a perpetual, royalty-free, non-exclusive, and non-transferable site license to access and use the Materials. Licensee acknowledges and agrees that this license is limited to a single Legal Issues & Risk Management in Education program and affords Licensee with no rights or privileges in regard to other programs within the Legal Issues and Risk Management in Education Series.
- AFFIRMATION OF COMPANY OWNERSHIP.** Materials are protected by United States copyright and are licensed, not sold, to Licensee. Licensee acknowledges that Company holds and retains all intellectual property rights associated with the Materials, that Materials have neither been represented as, nor do they constitute, works for hire, and that Materials will remain the sole and exclusive property of Company. Licensee agrees to accept responsibility both to protect this copyright and to cooperate with efforts by Company to monitor compliance.
- NETWORK USE OF MATERIALS.** Licensee may install a copy of software-based templates and sample documentation on a server connected to an intranet for access and use by internal employees.
- DISPLAY, ACCESS, USE, AND TRANSFER RESTRICTIONS.** Materials may be displayed to, accessed by, or used by employees of the licensed school, district, or entity only and may not be repurposed, shared with or distributed, disseminated, rented, leased, loaned, exchanged, sold, or transferred to non-licensed individuals, schools, districts, or other entities under any circumstances.
- MATERIALS DUPLICATION RESTRICTIONS.** LICENSEE HAS ELECTED TO IMPLEMENT PROGRAM WITH PARTICIPANT MANUAL DUPLICATION RIGHTS. These Materials may be freely reproduced, printed, or imaged by Licensee subject to the other provisions of this EULA. The most recent version of these resources may be downloaded online at <http://redacademy.upslopesolutions.com>. To obtain a user account, contact Company. Media, facilitator guides, and all other Materials may not be reproduced, reverse engineered, decompiled, or disassembled under any circumstances.

☐ **DUPLICATION LICENSE CONTACT.** Customer designates the following individual as the duplication license contact for this institution:

Printed Name: _____
Title/Role: _____
Email Address: _____

- BREACH OF LICENSE PROVISIONS.** Company reserves the right to terminate the site license and/or the participant manual duplication license if Licensee fails to comply with the terms and conditions of this EULA. Upon written notice of evidence of such breach, Licensee agrees to immediately destroy all copies of the Materials and provide Company with a written statement indicating compliance with the EULA.
- DISCLAIMERS AND WARRANTIES.** MATERIALS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS AND NEITHER CONSTITUTE, NOR SHOULD BE CONSIDERED, AS SUBSTITUTES FOR PROFESSIONAL LEGAL ADVICE. LICENSEES ARE URGED TO CONSULT WITH AN ATTORNEY IN THE MANNER DICTATED BY LOCAL CUSTOM OR POLICY ON SPECIFIC LEGAL MATTERS PERTAINING TO THE SUBJECT MATTER CONTAINED WITHIN THE MATERIALS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO MATERIALS, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR RELIABILITY OR RESULTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS, DAMAGES OR OTHER FORMS OF LIABILITY, WHETHER BY ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE MATERIALS OR THE USE OF THE MATERIALS BY OTHERS. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF THIS EULA EXCEED THE AMOUNTS ACTUALLY PAID TO COMPANY IN ASSOCIATION WITH LICENSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), AND PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- LICENSEE ACCEPTANCE OF EULA.** BY OPENING THE PACKAGING CONTAINING DELIVERED MATERIALS, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. LICENSEE'S SOLE RECOURSE IN THE EVENT OF DISAGREEMENT WITH THE TERMS AND CONDITIONS OF THE EULA IS TO DECLINE RATIFICATION OF THIS CUSTOMER ORDER AGREEMENT.
- PAYMENT TERMS.** Licensee shall be invoiced within 10 (ten) days of product delivery. Invoices for product sales shall be payable upon receipt. Finance charges may be applied on late accounts at the rate of 18% per annum.
- SEVERABILITY.** In the event that any provision of this Agreement is subsequently held to be void, invalid, or unenforceable, the other provisions shall continue in full force and effect.
- ENTIRE AGREEMENT.** This Agreement comprises the entire understanding between Company and Licensee regarding product licensure and supersedes all prior oral or written representations, communications, or proposals.
- CONTROLLING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

☐ **ACCEPTANCE OF PRODUCT QUOTE.** By my signature below, I confirm both my authority to execute this purchase and the agreement of my organization to abide by the Terms and Conditions herein.

Signature: _____
Printed Name: _____
Title/Role: _____
Institution: _____
Date: _____

Upon acceptance of product quote, FAX this page, a copy of purchase order, and a copy of sales or use tax exemption certificate, if applicable, to UpSlope Solutions, LLC at (602) 543-9102.

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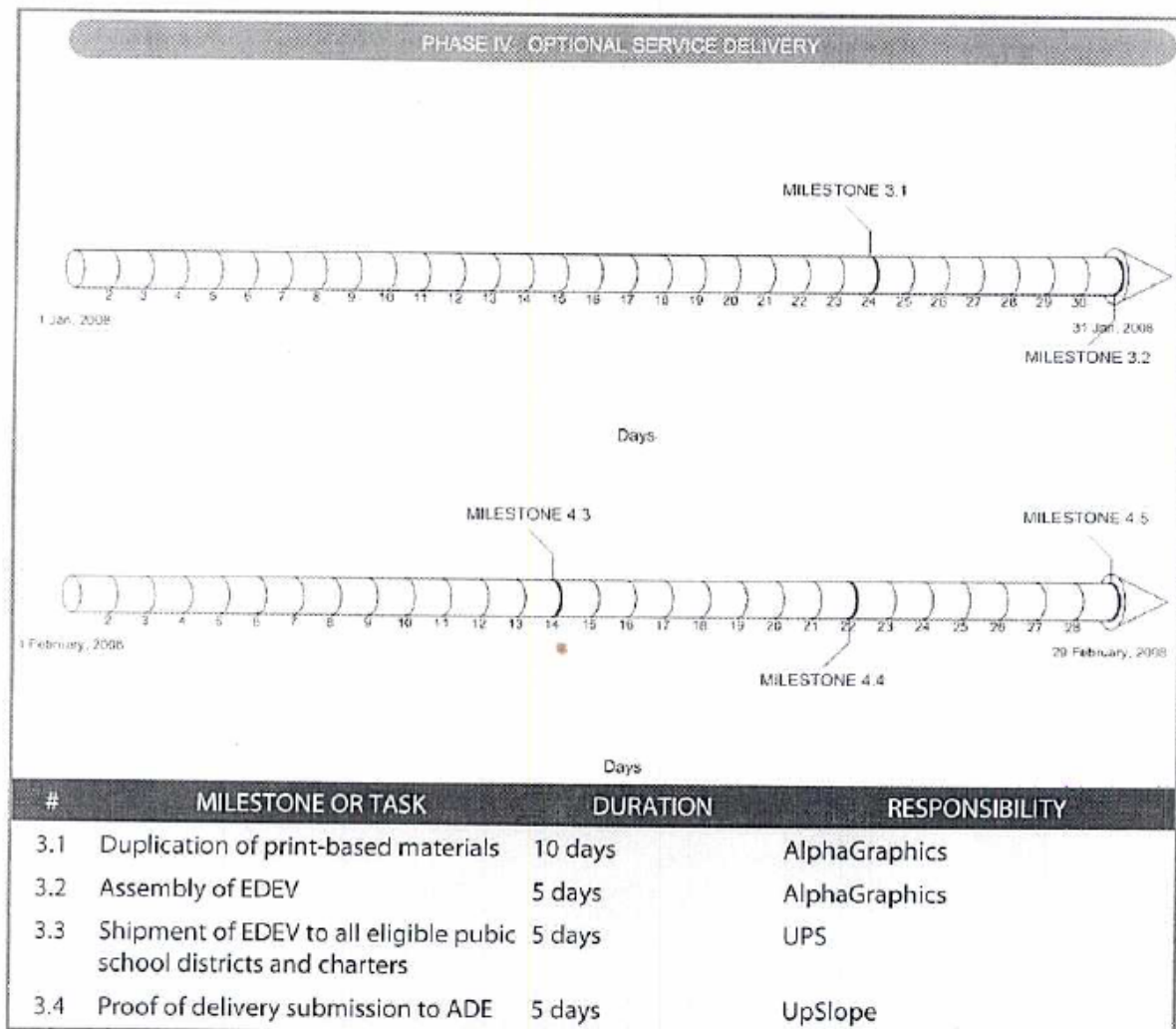
Phase III: Product duplication and distribution (1/28/08 to 2/29/08)

EDEV is assembled and shipped from the UpSlope's Tempe, Arizona fulfillment facility directly to end-users, although boxed sets may also be sent directly to ADE's shipping and receiving department if requested for a final verification of the order prior to distribution. The company maintains an inventory of product components of sufficient size to accommodate the anticipated order size of 647 units that will be required for this project.

Per the provisions of HB 2790, UpSlope proposes the following plan for EDEV distribution:

1. **Required deliverable #1: Duplication of print-based materials.** Three boxed and shrink-wrapped sets of materials (one per program module) will be distributed to all eligible public school districts and charters. Each of these boxed sets will 1 (one) encased program DVD, 1 (one) participant manual black line master, and 1 (one) facilitator guide black line master.
2. **Required deliverable #2: Shipment and proof of delivery.** Shipments will be made by ground transportation directly to each licensed public school district and charter within the state of Arizona with the exception of those institutions that have already licensed EDEV and have a copy of the program onsite. At the conclusion of this phase, proof of delivery will be provided to ADE.

During this phase of the project, the following milestones are anticipated:



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Phase IV: Optional service delivery (1/24/08 to 3/31/09)

EDEV is designed for self-facilitated professional development product. However, the majority of UpSlope's customers elect to have the company facilitate the program either onsite or offsite within the context of a 3 (three) day program branded as the *UpSlope Professional Development Academy (PDA)*. Since the release of EDEV in mid-2005, the company has conducted these professional development opportunities for over 1,000 administrators and supervisors in Arizona and elsewhere across the nation.

Per the provisions of HB 2790, UpSlope proposes the following plan for the delivery of optional EDEV-related training for administrators and supervisors in public schools and charters:



1. **Required deliverable #1: Facility plan.** UpSlope will conduct offsite PDAs within 5 (five) delivery regions (metropolitan Phoenix, northeast Arizona, southeast Arizona, southwest Arizona, and northwest Arizona) to minimize travel for participants who elect a facilitated program. Based on the company's past experience, these programs may be conducted within ESCs, School Administrator Associations (SAAs), corporate training facilities, selected public school districts, or portable training facilities.
2. **Required deliverable #2: Program scheduling plan.** UpSlope will conduct PDAs in both direct instruction (i.e., for participants) and sustained capacity building (i.e., for those planning on facilitating the program locally) formats 2 (two) to 3 (three) times per month for 1 (one) year from the date of product shipment. It is anticipated that the first of these programs will be conducted in early April 2008 at the latest, with the remainder to follow through March of 2009.
3. **Required deliverable #3: Staffing plan.** UpSlope will maintain adequate staffing to facilitate all scheduled programs, and the company currently has 6 (six) certified and experienced Independent Contractors (ICs) available within Arizona to facilitate the program, four of whom operate their own registered consulting firms, and two of which are small, women owned businesses. To the extent that these ICs are required for the optional delivery of program-related service, UpSlope will provide a list of their names and specific proposed responsibilities in accordance with the provisions of Section 3.5.B of the contract.
4. **Required deliverable #4: Registration plan.** UpSlope currently manages a uniform registration process for each offsite PDA that provides prospective participants with multiple dates and locations to choose from. The existing workflow for these programs or sessions includes the following steps:
 - **Optional enrollment.** Public school districts and charters will not be required to attend these programs as a pre-requisite to the use of EDEV locally, although ADE may wish to recommend the program for those school leaders who have identified employment-related problems within their institutions and included these within their site plans.
 - **Program cost.** The cost of registration is borne solely by the public school districts and charters of prospective registrants. Program-related travel, lodging, and per diem costs are not included in the published registration fees.
 - **Registration deadline.** Registrants must be identified to the company at least 3 (three) weeks prior to the scheduled start date of the session or program. Participant lists from licensed public school districts or charters must include pertinent contact information for each participant (e.g., name, email, school or district name, institution address, and institution phone) and the date of the session(s) that will be attending any program or session.
 - **Registration threshold.** All PDAs must have a minimum average of 15 (fifteen) confirmed participants per session by the registration deadline. In the event that this minimum is not reached, UpSlope may, at its sole discretion, cancel the program or session. The company agrees to notify participants of cancelled programs or sessions and to re-register them for a future program or session.

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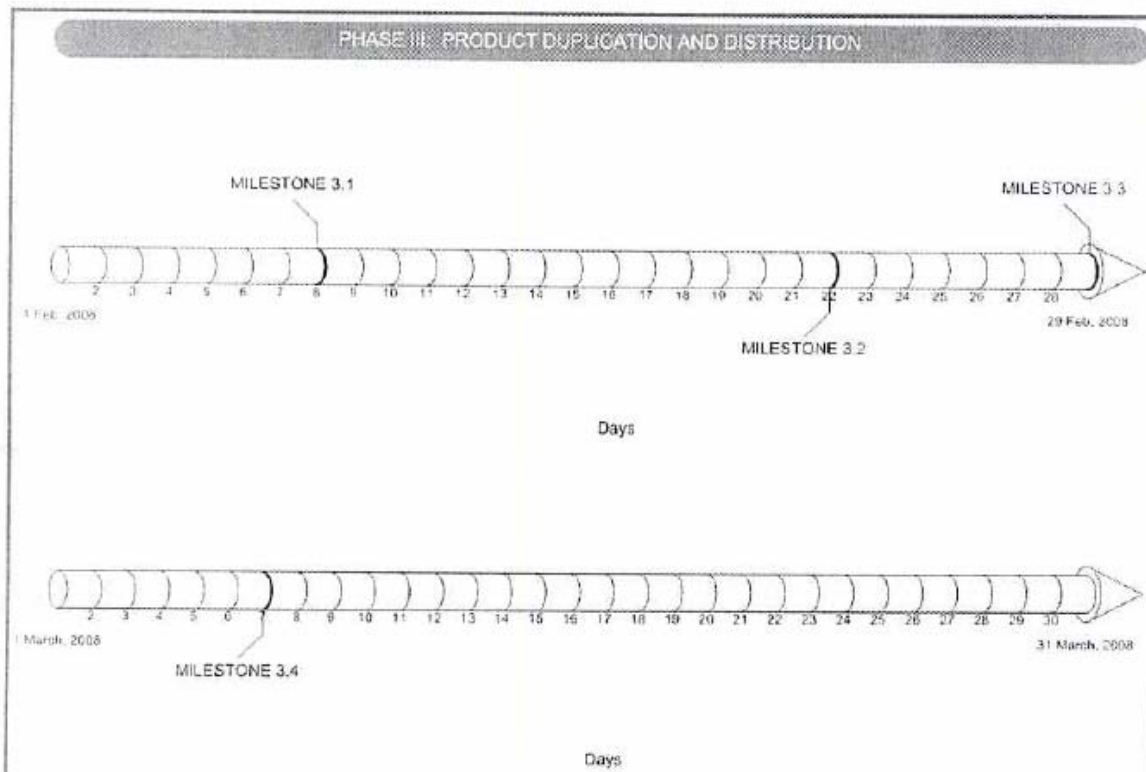
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- **Registration confirmation.** All registrations will be confirmed participants within 5 (five) business days of the registration deadline.
 - **Participant manual duplication.** Since all public school districts and charters within the state of Arizona are covered under the ADE "umbrella" duplication license, registrants must print their participant manuals locally prior to the session(s) or program(s) attended. In all cases, the designated materials manager will be notified of the number of required manuals within 5 (five) business days of the registration deadline.
 - **Continuing education units.** Participants in full 3 (three) day programs may be eligible for continuing education credit where applicable in accordance with contact hour conversion formulas published by ADE, and UpSlope will provide registrants meeting these requirements with documentation to support these efforts where applicable within 30 (thirty) days of the program completed. As a general rule, credit for up to 21 (twenty-one) contact hours of staff development are designated for participants in full 3 (three) day programs when both pre- and post-testing for each session have been completed, and up to 15 (fifteen) contact hours when the testing requirement has not been met.
 - **Graduate credit.** Currently, 1 (one) credit hour of graduate level credit is available for the program from Ashland University.
5. **Required deliverable #5: Testing plan.** UpSlope currently makes online program testing available to each PDA participant. The company will make pre-testing available to each registrant within 5 (five) business days of the registration deadline, and post-testing for the program will be made available for 3 (three) weeks after each program.
6. **Required deliverable #6: Marketing plan.** UpSlope will market product-related PDAs to school districts and charters throughout the state on a monthly basis print-, email-, and web-based collateral. The company will submit all such materials to ADE for evaluation and approval prior to dissemination.

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#	MILESTONE OR TASK	DURATION	RESPONSIBILITY
4.1	Guided introduction to the UpSlope PDA	5 days	UpSlope and ADE
4.2	Review and written approval of optional service delivery plan	5 days	ADE
4.3	Draft proofs of marketing collateral	10 days	UpSlope
4.4	Review and written approval of customized materials proofs	5 days	ADE
4.5	Dissemination of initial marketing collateral	5 days	UpSlope

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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. “*ADE*” means the Arizona Department of Education.
 - B. “*Department*” means the Arizona Department of Education.
 - C. “*Services*” means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any

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federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

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Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 19.D of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 19.5 of this

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section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2008 unless terminated, canceled, or extended as otherwise provided herein.

6. **Option to Extend the Term of the Contract.**

- A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.
- B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided, not to exceed \$400,000.00.

8. **Price Adjustments.**

- A. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.
- B. All written requests for price adjustments made by the Contractor shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

- C. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the State.
9. **Licenses.** The Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.
10. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
12. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
13. **Contractor's Warranty.**
- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- B. The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by ADE.
- (1) The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
- (2) The Contractor agrees that they will, at their own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty.
14. **Delivery**
- A. Delivery is desired as soon as possible, but **REQUIRED** no later than June 30, 2008.
- B. The Contractor shall be responsible to for inspection all materials in a complete and ready-for-use condition before delivery to school districts and charter schools.
15. **Acceptance.** Each item to be delivered will be subject to a complete inspection by ADE prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, quality and materials.
16. **Defective Products.** All defective products shall be replaced and exchanged by the Contractor. The Contractor shall pay the cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses. School districts, schools and charter schools must receive all replacement products within seven (7) calendar days of initial notification.

SECTION 3 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

17. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

18. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

19. Payments:

A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:

- (1) Name and address of the Contractor.
- (2) Invoice date.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
- (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (8) Any other information or documentation required by the Contract (such as evidence of shipment).

B. In the case of a Labor Hour Contract, the Contractor's invoices shall identify the individual's personal name, number of hours worked by date, hourly rate, and a brief statement detailing the work performed. Travel and/or per diem must be itemized and supported with receipts. Unauthorized deviations may result in disapproval of the invoice(s), or reduction in payment until the required support documentation is provided.

SECTION 3
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

- C. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.

- D. Submit invoices to the following address:

Arizona Department of Education
Accounting Bin #1
1535 West Jefferson Street
Phoenix, Arizona 85007

Contract Administration

- A. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

UPSLOPE SOLUTIONS
(Company Name)

PO BOX 10683
(Street Address)

GLENDAL, AZ 85318
(City & State) (Zip Code)

- B. Contractor representative to contact for contract administration purposes:

Randall Eden, President
(Name and Title)

PO Box 110683
(Street Address)

Glendale, AZ 85318
(City & State) (Zip Code)

602/315-0386 / 623-374-4881
(Telephone & Facsimile Numbers)

raeden@upslopes.com
(E-Mail Address)

SECTION 3
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

- C. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Jan Amator, NCBT
Deputy Associate Superintendent
Highly Qualified Professionals
1535 W Jefferson
Phoenix, AZ 85007
Phone: (602) 364-2294
Fax: (602) 542-3100
Jan.Amator@azed.gov

- D. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Brian Ball
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-4254
FAX: (602) 364-0589
E-Mail: Brian.Ball@azed.gov

20. **Eligible Recipient Agencies and Payment:** Pursuant to authority delegated to ADE by the Department of Administration, this Contract is for the use of ADE, and Arizona school districts and charter schools (all public education agencies) for the purchase of additional training courses. The prices and terms and conditions of this contract apply to all eligible recipient agencies. The Contractor shall accept purchase orders from eligible recipient agencies for contract services. The Contractor shall invoice the eligible recipient agency that tendered the purchase order for the contract services (do not invoice ADE). The eligible recipient agency will pay the Contractor upon approval of acceptable invoice.

SECTION 4 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT NO. ED08-0010

Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. Version 7 of the State of Arizona's Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at <http://www.azeps.az.gov> or by calling either, Enterprise Procurement Services at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

5.1 Exceptions to Terms and Conditions

Arizona Department of Education's Response to UpSlope Solutions' Exceptions to the Terms and Conditions of Solicitation ED08-0010

Exceptions

1. UpSlope shall retain any and all intellectual property rights under this contract. As a pre-existing and copyrighted work for which all intellectual property (IP) rights have already been duly established, UpSlope cannot honor the IP and copyright provisions referenced in Section 3.G-H and Section 3.6.C(3) of this contract with respect to the digital media, print-based materials, ancillary materials, and packaging associated with the product.
2. UpSlope has no Worker's Compensation Liability insurance requirement. As a Limited Liability Corporation with two managing partners and no employees, contribution to this fund is not mandated. Any independent Contractors that may be used for the optional service delivery portion of this contract have their own consulting firms, operate independently after certification, and receive 1099 compensation from UpSlope.

Response

The following exceptions, with regard to the paragraphs indicated, will be noted in the contract, if one is awarded to UpSlope Solutions, in response to Solicitation ED08-0010.

1. **Solicitation Section 3, Paragraph 3.G, Page 14 – Property of State**

This paragraph applies to materials developed pursuant to or as a result of this contract and shall not apply to any materials that were developed by the contractor prior to and not for or as a result of this contract. The state shall not use or release materials covered under this exception without the prior written consent of the contractor.

Solicitation Section 3, Paragraph 3.H, Page 14 – Ownership of Intellectual Property

This paragraph applies to intellectual property created or conceived pursuant to or as a result of this contract and shall not apply to intellectual property created or conceived prior to and not for or as a result of this contract. The contractor shall own the entire right, title and interest to the intellectual property covered under this exception and the intellectual property shall not be disclosed by the state to any entity not the contractor without express written authorization of the contractor.

Solicitation Section 3, Paragraph 6.C.3, Page 16 – Indemnification-Patent and Copyright

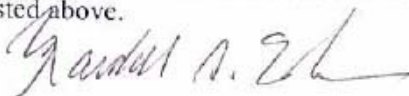
This paragraph shall not apply to materials and property covered under Property of State or Ownership of Intellectual Property exceptions previously noted.

2. **Solicitation Section 2, Paragraph 4.A.2, Page 5 – Workers' Compensation and Employee Liability**

The Independent Contractor Agreement shall be furnished to Upslope Solutions for completion and submitted for approval by The Arizona Department of Administration Risk Management Section.

UpSlope Solutions approves the exceptions to the Terms and Conditions for Solicitation ED08-0010 and agree to abide by all statements listed above.

RANDALL A. EDEN, PRESIDENT



12/19/07

Name / Title of Authorized Representative

(Signature) (Date)

5.2 Pricing / Delivery

PRICES/DELIVERY SCHEDULE

SOLICITATION No. ED08-0010

	363,370.27
Price of developing and supporting training materials	\$ _____
Price of distribution of materials	\$ 6,470.00

PRODUCT PRICING SHOWN INCLUDES SITE LICENSE COST, DUPLICATION LICENSE COST, FREIGHT, AND TPT TAX TO PLACE A SINGLE COPY OF EMPLOYEE DISCIPLINE IN AN EDUCATION ENVIRONMENT (EDEV) IN EACH PUBLIC SCHOOL DISTRICT AND FUNCTIONING CHARTER IN ARIZONA. FOR UNIT PRICING AND DISCOUNT INFORMATION, SEE SECTION 7 (EDEV SITE LICENSE PRICING AND PRODUCT QUOTE).

PRODUCT IS CURRENTLY AVAILABLE SHIPMENT (FOB TO END-USERS) IS ESTIMATED FOR FEBRUARY 2008. FOR PRODUCT CUSTOMIZATION OPTIONS (INCLUDED AT NO ADDITIONAL COST) OR DELIVERY SCHEDULE DETAILS, SEE SECTION 2.C OF RESPONSE.

	369,840.27
Subtotal	\$ _____
8.3 %* Arizona Sales Tax, State and City*	\$ 30,159.73
Total Offer	\$ 400,000.00

Prices for additional training and other outsourced services
Please list

\$429 PER PARTICIPANT**

**SERVICE PRICING SHOWN INCLUDES THE FULL PROGRAM REGISTRATION FEE. ONLINE TESTING AND CONTINENTAL BREAKFAST/LUNCH FOR EACH OF THE THREE SESSIONS IN THE PROGRAM IS INCLUDED, BUT TRAVEL COSTS, LODGING, AND PER DIEM ARE ALSO BORNE BY THE PUBLIC SCHOOL DISTRICTS OR CHARTERS OF PROGRAM PARTICIPANT. IN ACCORDANCE WITH HB 2790, THE REGISTRATION FEE IS PAID BY PARTICIPANTS FROM LICENSED PUBLIC SCHOOL DISTRICTS AND CHARTERS WHO ELECT TO ATTEND THE UPSLOPE PD ACADEMY. THERE ARE NO COSTS TO ADE FOR THIS OPTIONAL PROGRAM. FOR UNIT PRICING AND DISCOUNT INFORMATION, SEE SECTION 7 (SERVICE QUOTE).

EACH OF THE 42 CURRENTLY LICENSED PUBLIC SCHOOL DISTRICTS IN ARIZONA WILL RECEIVE A CREDIT TO SEND 1 (ONE) PARTICIPANT OR FACILITATOR TO AN OPTIONAL PROGRAM AT NO COST.

TWO TYPES OF OPTIONAL PROGRAMS WILL BE OFFERED: ONE FOR FACILITATORS FROM LICENSED PUBLIC SCHOOL DISTRICTS AND CHARTERS, AND THE OTHER FOR PARTICIPANTS FROM INSTITUTIONS WITH NO ESTABLISHED LOCAL FACILITATOR. EACH PROGRAM IS 18 (EIGHTEEN) TO 21 (TWENTY-ONE) CONTACT HOURS IN DURATION AND IS DELIVERED OVER A 3 (THREE) DAY PERIOD. PROGRAMS WILL BE CONDUCTED AT REGIONAL TRAINING FACILITIES APPROXIMATELY 2 (TWO) TO 3 (THREE) TIMES PER MONTH FOR THE DURATION OF THE CONTRACT. SINCE SERVICE REQUIRES NO FUNDING SUPPORT FROM ADE, COMPANY AGREES TO EXTEND PROGRAMS AT CONTRACT PRICING LEVELS THROUGH MARCH 2009. FOR ADDITIONAL DETAILS REGARDING PROGRAM IMPLEMENTATION, SEE SECTION 2.C OF RESPONSE.

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

5.2 Pricing / Delivery

EDEV SITE LICENSE UNIT PRICING

TIER	LEA ADM RANGE	EST # OF LEAs	EST # OF ADMINS	TIER PRICE (LIST)	PER ADMIN (LIST)	SUBTOTAL (LIST)	DISC	ADE UNIT PRICE	PER ADMIN (ADE)	SUBTOTAL (ADE)
1	Under 300	349	349	\$429	\$429	\$149,721	66.1%	\$145	\$145	\$50,724.36
2	300 to 599	107	214	\$767	\$384	\$82,069	66.1%	\$260	\$130	\$27,804.37
3	600 to 999	36	108	\$1,013	\$338	\$36,468	66.1%	\$343	\$114	\$12,355.09
4	1,000 to 2,499	57	399	\$2,042	\$292	\$116,394	66.1%	\$692	\$99	\$39,433.42
5	2,500 to 4,999	41	574	\$3,443	\$246	\$141,163	66.1%	\$1,166	\$83	\$47,824.97
6	5,000 to 9,999	25	859	\$5,204	\$200	\$130,100	66.1%	\$1,763	\$68	\$44,076.91
7	10,000 to 24,999	23	1242	\$8,336	\$154	\$191,728	66.1%	\$2,824	\$52	\$64,956.02
8	25,000 to 49,999	7	861	\$22,042	\$179	\$154,294	66.1%	\$7,468	\$61	\$52,273.66
9	50,000 to 99,999	2	492	\$35,304	\$144	\$70,608	66.1%	\$11,961	\$49	\$23,921.47
10	Over 100,000	0	0	\$53,049	\$108	\$0	66.1%	\$17,973	\$37	\$0.00
		647	4,889			\$1,072,545		\$561.62	\$74	\$363,370.27

PRODUCT BID:	\$363,370.27
SHIPPING & HANDLING:	6,470.00
TAX: 8.3%	\$30,159.73
GRAND TOTAL:	\$400,000.00

EMPLOYEE DISCIPLINE IN AN EDUCATION ENVIRONMENT® (EDEV) SITE LICENSE PRICING IS BASED ON THE ADM TIER FOR THE RESPECTIVE PUBLIC SCHOOL DISTRICT OR CHARTER. THE RANGES FOR THESE TIERS PARALLEL THOSE ESTABLISHED BY THE U.S. DEPARTMENT OF EDUCATION.

BASED ON THE SOW, UPSLOPE PROJECTS THE NEED FOR 647 COPIES OF THE PRODUCT BASED ON OCTOBER 2007 DATA PUBLISHED BY ADE (42 PUBLIC SCHOOL DISTRICTS ARE ALREADY LICENSED). IT IS ESTIMATED THAT APPROXIMATELY 5,000 ADMINISTRATORS ARE CURRENTLY WORKING WITHIN THESE INSTITUTIONS.

IF EACH OF THE ELIGIBLE PUBLIC SCHOOL DISTRICTS AND CHARTERS WERE LICENSED SEPARATELY, THE TOTAL COST OF THE PROJECT WOULD BE \$1,072,545. GIVEN THE SCOPE OF THIS OPPORTUNITY, UPSLOPE IS EXTENDING A FLAT 66.1% DISCOUNT ACROSS ALL TIERS TO CREATE AN AVERAGE UNIT PRICE OF UNDER \$562 PER ELIGIBLE INSTITUTION, OR \$74 PER ADMINISTRATOR.

DUPLICATION LICENSE COSTS ARE INCLUDED IN ALL CASES.

5.2 Pricing / Delivery



UpSlope Solutions, LLC

"NCLB Supported By Educators FOR Educators"
P.O. Box 10683
Glendale, AZ 85318-0683
(602) 863-4805 VOICE
(602) 547-9102 FAX
info@upslopesolutions.com

PRODUCT QUOTE

DATE: October 31, 2007
PO #: TED
REP: Eden

BILL TO:

Arizona Department of Education
Accounting Bldg #1
1635 W. Jefferson Street
Phoenix, AZ 85007

SHIP TO:

DIRECT SHIP: ALL PUBLIC SCHOOL DISTRICTS AND CHARTERS

PROGRAM	ITEM TITLE	ITEM DESCRIPTION	UNITS	PRICE	SUBTOTAL
1	Employee Discipline in an Education Environment	Site License	1	\$53,370.27	\$53,370.27
1	Employee Discipline in an Education Environment	Duplicate Media	547	\$0.00	\$0.00
1	Employee Discipline in an Education Environment	Quadrant Manual Duplication License	1	\$0.00	\$0.00
PRODUCT SUBTOTAL:					\$53,370.27
SHIPPING & HANDLING:					\$6,470.00
SALES TAX (PRODUCT) - AZ					8.30% \$30,159.23
PRODUCT TOTAL:					\$400,000.00

COMMENTS:

This quote includes a perpetual site license to ALE that extends to all public school districts and charter schools within Arizona and a perpetual duplication license that allows these K-12 entities to create unlimited photocopies of all print-related program materials needed to conduct local training of participants in one of the referenced offsite training programs. Institutions of higher education and other state-sponsored entities are specifically excluded from this license structure.

Terms: Net 30

This quote was generated by:
The quote is valid through:

Eden
December 31, 2007

5.2 Pricing / Delivery



UpSlope Solutions, LLC

VOUG Solutions BY Educators FOR Educators™
P.O. Box 10683
Glendale, AZ 85316-0683
(602) 862-4505 VOICE
(602) 542-9102 FAX
info@upslope.com

SERVICE QUOTE

DATE: October 31, 2007
PO #: 190
REP: Eden

BILL TO:

DIRECT BILL: PARTICIPATING PUBLIC SCHOOL DISTRICTS AND CHARTERS

SHIP TO:

N/A

PROGRAM	ITEM TITLE	ITEM DESCRIPTION	UNITS	PRICE	SUBTOTAL
1	Employee Discipline in an Education Environment	UpSlope PD Academy OFF SITE	2	\$105.00	\$210.00
1	Employee Discipline in an Education Environment	Participant Manual OFF SITE	2	\$0.00	\$0.00
1	Employee Discipline in an Education Environment	Online testing fee OFF SITE	2	\$15.00	\$30.00
1	Employee Discipline in an Education Environment	Facility charge OFF SITE	2	\$22.50	\$45.00
SERVICE SUBTOTAL:					\$429.00
SALES TAX (SERVICE) AZ 0.0%					\$0.00
SERVICE TOTAL:					\$429.00

COMMENTS:

Pricing includes the full registration cost for 1 (one) participant at a 3 (three) day regional PD Academy for Employee Discipline in an Education Environment and includes continental breakfast and lunch each day of the program. Transportation, lodging, and per diem costs are borne by the public school district or charter sponsoring the participant.

These programs are limited to administrators and supervisors employed by licensed public school districts and charters only, and a purchase order must accompany the registration form.

NOTE: A copy of the required participant manual for each of the 2 (two) sessions must be produced locally and brought to each session attendee.

Terms: Net 30

This quote was generated by:
This quote is valid through:

Eden
December 31, 2007

5.3 Expertise / Reliability

OFFEROR'S REFERENCES

SOLICITATION No. ED08-0010

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

- | | | |
|-------|---|---|
| 1. | Company/Organization | PARADISE VALLEY UNIFIED SCHOOL DISTRICT |
| A. | Address | 15002 N. 32ND ST |
| | | PHOENIX, AZ 85032 |
| B. | Point of Contact/Phone # | DR. KAREN GASKET / (602) 867-5138 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); ONSITE PROFESSIONAL DEVELOPMENT ACADEMY (2006). |
| <hr/> | | |
| 2. | Company/Organization | WASHINGTON ELEMENTARY SCHOOL DISTRICT |
| A. | Address | 8610 N. 19TH AVE. |
| | | PHOENIX, AZ 85021 |
| B. | Point of Contact/Phone # | DR. LYN BAILEY / (623) 347-2657 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2005); MULTIPLE ONSITE PROFESSIONAL DEVELOPMENT ACADEMIES (2005-2007). |
| <hr/> | | |
| 3. | Company/Organization | DEER VALLEY UNIFIED SCHOOL DISTRICT |
| A. | Address | 20402 N. 15TH AVE. |
| | | PHOENIX, AZ 85027 |
| B. | Point of Contact/Phone # | DR. VIRGINIA MCELYEA / (623) 445-5000 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2005); OFFSITE PROFESSIONAL DEVELOPMENT ACADEMY (2005). |
| <hr/> | | |

5.3 Expertise / Reliability

OFFEROR'S REFERENCES

SOLICITATION No. ED08-0010

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

- | | | |
|-------|---|---|
| 1. | Company/Organization | TEMPE UNION HIGH SCHOOL DISTRICT |
| A. | Address | 500 W. GUADALUPE RD. |
| | | TEMPE, AZ 85283 |
| B. | Point of Contact/Phone # | DR. SHIRLEY MILES / (480) 839-0292 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); OFFSITE PROFESSIONAL DEVELOPMENT ACADEMY (2006). |
| <hr/> | | |
| 2. | Company/Organization | PINON UNIFIED SCHOOL DISTRICT |
| A. | Address | P.O. BOX 839 |
| | | PINON, AZ 86510 |
| B. | Point of Contact/Phone # | LARRY WALLEN / (928) 725-3450 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); MULTIPLE ONSITE/OFFSITE PROFESSIONAL DEVELOPMENT ACADEMIES (2006-2007). |
| <hr/> | | |
| 3. | Company/Organization | YUMA ELEMENTARY SCHOOL DISTRICT |
| A. | Address | 450 W. 6TH ST. |
| | | YUMA, AZ 85364 |
| B. | Point of Contact/Phone # | KRISS RICO / (928) 502-4332 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); ONSITE PROFESSIONAL DEVELOPMENT ACADEMY (2006). |
| <hr/> | | |

5.3 Expertise / Reliability

OFFEROR'S REFERENCES

SOLICITATION No. ED08-0010

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

- | | | |
|-------|---|--|
| 1. | Company/Organization | KINGMAN UNIFIED SCHOOL DISTRICT |
| A. | Address | 3033 MCDONALD AVE.
KINGMAN, AZ 86401 |
| B. | Point of Contact/Phone # | DR. MAURICE FLORES / (928) 753-5678 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); ONSITE PROFESSIONAL DEVELOPMENT ACADEMY (2006). |
| <hr/> | | |
| 2. | Company/Organization | ROUGH ROCK COMMUNITY SCHOOL |
| A. | Address | HC 61, P.O. BOX5050-PTT
CHINLE, AZ 86503 |
| B. | Point of Contact/Phone # | DON HANCOCK / (928) 728-3565 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2007); OFFSITE PROFESSIONAL DEVELOPMENT ACADEMY (2007). |
| <hr/> | | |
| 3. | Company/Organization | DOUGLAS UNIFIED SCHOOL DISTRICT |
| A. | Address | 1132 E. 12TH ST.
DOUGLAS, AZ 85607 |
| B. | Point of Contact/Phone # | DR. GAIL ZAMAR / (520) 364-2447 |
| C. | Description of Services and When Provided | EDEV SITE LICENSE (2006); MULTIPLE ONSITE/OFFSITE PROFESSIONAL DEVELOPMENT ACADEMIES (2006). |

5.3 Expertise / Reliability

OFFEROR'S ORGANIZATION SOLICITATION No. ED08-0010

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

		<u>YES</u>	<u>NO</u>
1.	<u>Administrative Agent</u>		
	Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	<u>Civil Rights Compliance Data</u>		
	Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	<u>Prior Felony Conviction(s)</u>		
	Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	<u>Suspension or Exclusion from Federal or State Program(s)</u>		
	Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5.3 Expertise / Reliability

OFFEROR'S ORGANIZATION **SOLICITATION No. ED08-0010**

Explanation for item #7

On November 4, 2005, UpSlope received a purchase order from Colorado City USD #14 for a single site license of EDEV and three units of offsite professional development at our Scottsdale training facility. This site license was cancelled by UpSlope on January 3, 2006 at the request of the federal auditor onsite because:

- His audit required the freezing of all accounts payable at the district for an undetermined period; and
- Those who were scheduled to participate in the UpSlope PD Academy were facing indictment and were no longer employed by the district.

The company has not terminated any other contracts, had any contracts terminated, or been involved in contract lawsuits of any kind.

5.3 Expertise / Reliability

OFFEROR'S ORGANIZATION

SOLICITATION No. ED08-0010

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

SAME

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.

UPSLOPE SOLUTIONS IS AN ARIZONA-BASED LIMITED LIABILITY CORPORATION. THE COMPANY CONSISTS OF TWO MANAGING PARTNERS AND NO EMPLOYEES. THERE IS ONE MANAGING PARTNER IN EACH OF THE FIRM'S TWO OFFICES. BOTH OF THE COMPANY'S PRINCIPALS WILL BE EQUALLY INVOLVED IN THE ADMINISTRATION OF ANY RESULTING CONTRACT.

11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

NOT APPLICABLE

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? 2004

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

1. RANDALL EDEN, 27422 N. 60TH DR., PHOENIX, AZ 85083
2. DAVID BRASWELL, 114 W. CANTERBURY LN., PHOENIX, AZ 85023

5.3 Expertise / Reliability

OFFEROR'S PERSONNEL QUALIFICATIONS

SOLICITATION No. ED08-0010

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person. **RANDALL EDEN**
2. Proposed position for contract service. **EDEV CONTRACT ADMINISTRATOR; OFFSITE PD ACADEMY FACILITATOR**
3. Position currently held in firm
☒ Owner/Partner
☐ Other _____
4. Number of years with firm. **3.5 YRS**
5. Number of years of experience within the established job description. **13 YRS**
6. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s).

SEE RESUME
7. Based on the area(s) of expertise specified in Paragraph 5, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.

COMPANY PRESIDENT AND CO-FOUNDER; CO-DESIGNER AND CO-AUTHOR OF EMPLOYEE DISCIPLINE IN AN EDUCATION ENVIRONMENT; LEAD PROJECT MANAGER; LEAD IMPLEMENTATION COORDINATOR.

5.3 Expertise / Reliability

RESUME OF RANDALL A. EDEN



27422 N. 60th Drive
Phoenix, AZ 85085
(623) 572-9613 (HOME)
(623) 374-4881 (FAX)
(602) 315-0386 (MOBILE)
raeden@cox.net

PROFESSIONAL HIGHLIGHTS:

President, Co-Founder, and Managing Partner, UpSlope Solutions, LLC, Glendale, AZ (10/03 - present)

- **Business Development.** Devised and implemented business model that resulted in 33% top line revenue growth during all years of operation and expansion across six states within a two year period. Designed and implemented solutions to a variety of NCLB-related accountability challenges faced by nationally known publishers, learning management system developers, and school districts that failed to meet AYP or state-defined achievement parameters. Conducted policy analysis and in support of related statewide legislation.
- **Product Marketing.** Established business case for new and existing programs. Conducted multi-format surveys, interviewed prospective decision makers, and moderated focus groups with decision makers to explore viability of product concept. Authored product concept statements, marketing requirements, and white papers during the inception phase of development. Created value propositions and content for collateral, the tradeshow booth, and the company website. Developed multimedia training program for Account Managers upon product release. Coordinated and hosted periodic promotional events. Managed all aspects of industry tradeshow appearances, including event research and selection, staffing and logistics, and pre- and post-event marketing activities.
- **IT.** Installed and managed all company hardware and software assets. Administered local area network, email accounts, web hosting facilities and web application production environments. Evaluated web applications to guide future development. Produced and hosted campaign websites for state legislators and political action committees.
- **Operations.** Negotiated and authored key contracts required involved with all operational areas. Managed a dozen independent contractors in sales and professional services. Served as Accounting, Government Affairs, and Tax Matters Partner for company. Supervised all aspects of contract implementation. Maintained relationships with customers and vendors.
- **Product R & D.** Championed the Legal Issues & Risk Management in Education® professional development series for K-12 administrators and supervisors. Authored product requirements documentation during the elaboration phase of development. Devised a proprietary instructional design for new product line. Operated as both lead instructional designer and managing editor during construction phase of projects.
- **Sales.** Devised national sales strategy and achieved 25% market penetration within Arizona and within first eight months of new product release. Authored company responses to RFPs and RFQs. Developed compensation plans for a staff of 10 account managers and tracked commissions. Recruited and trained account managers with regard to product and service value propositions, cold calling strategies and consultative selling techniques. Provided day-to-day sales support for account managers in the field as well as onsite and offsite closing support. Evaluated regional, district, and territorial sales against established metrics.
- **Customer Service.** Coordinated single- or multi-district professional development events conducted either onsite or offsite. Planned and delivered professional development events that involved multi-customer schedule coordination, facility leasing and catering contracts (including special needs dining). Trained and managed facilitator team.

RESUME OF RANDALL A. EDEN

Product Marketing Consultant, the r e smart group, Phoenix, AZ (3/03 – 9/03)

- **Product R & D.** Authored the concept statement, Scope of Work, product requirements and use cases for Mosaic®, a derivative work of the Open Source ePortfolio (OSP) released in July 2003. Conceptualized an entire line of support services based on adaptations of service strategies that have been used successfully with open source software products.
- **Product Marketing.** Conducted definitive online, survey-driven and interview-based research to explore the viability of electronic portfolios as tools of accountability within the U.S. education market. Created competitive matrices, defined market segments and developed revenue projections for proposed product initiatives. Developed web and collateral material for new Mosaic® product line. Co-authored breakout session presentation proposal for eLearn 2003. Presented product offerings at two major tradeshows (AACC, NECC).

Director of LMS Development, PLATO Learning, Phoenix, AZ (6/00 – 3/03)

- **Business Development.** Conducted multi-dimensional research to co-develop the Standards Record Keeping & Reporting® and Polaris® CMS product concepts with company founder. Negotiated and authored T&Cs and NDAs with contractors and current/potential partners.
- **IT.** Managed all hardware and software assets. Evaluated software within development environment for potential adoption. Administered local area network and email accounts. Developed and implemented division security and disaster recovery programs. Authored EULAs to ensure program, ethical and regulatory obligations.
- **Management & Leadership.** Promoted to Director of Learning Management Systems following the company's acquisition by the 2nd largest corporation in the industry in 2001. Supervised the activities of up to 12 direct reports within three company divisions during tenure. Created and implemented the company's first professional development and employee incentive programs.
- **Marketing.** Authored marketing requirements documentation during the inception phase of development. Created product and service value propositions and authored content for collateral pieces and company website. Developed multimedia presentations for Account Managers. Represented product offerings at floor presentations and breakout sessions at approximately four major trade shows per year (NECC, ASCD, FETC and others).
- **Operations.** Managed customer relations and vendor relations. Established and analyzed fiscal year budgets for R&D division. Analyzed P&L for billable projects. Approved payroll and managed recruiting/separation activities for divisions. Oversaw product order fulfillment and shipping activities. Managed division inventory; closed division office.
- **Product R & D.** Authored product requirements documentation, use cases and test cases during the elaboration, construction and test phases of development. Established data-driven short-term, mid-term and long-term development priorities. Led or collaborated on locally-based and virtual teams (national and international) to develop interoperability utilities between division products and those of other divisions including in the development of a proprietary standards database and metadata index for all 50 states, the Polaris®→Standards ToolKit® export utility, Polaris®/Orion® Integration APIs and the Publisher's Edition of the PLATO Orion® AIS Editor.
- **Project Management.** Managed all phases of project life cycle from sales consults through maintenance phase on an average of 15 simultaneous billable and non-billable initiatives. Developed project plans, budgets, schedules and metrics for billable customization projects based on Standards ToolKit®. Coordinated post-production service implementations. Streamlined standard operating and QA procedures to reduce project life cycles and minimize labor costs with documented results based on established metrics.
- **Sales.** Created or reviewed sales contracts for other staff. Solo-managed the largest account in division history. Directly influenced over \$700K of revenue over a 12-month period. Conducted inside and outside sales presentations, webcasts and tutorials. Co-authored two state level RFPs. Overhauled sales pricing system to maximize customization revenue.

RESUME OF RANDALL A. EDEN

- **Customer Service.** Developed, delivered and evaluated training programs for adult participants across the U.S. and internationally. Created and managed technical support program for division. Conducted training sessions for testing parent company system test and sales personnel.

Science Instructor, Glendale Union High School District, Phoenix, AZ (8/96 – 6/00)

- **Instructional Design.** Provided science instruction in biology, chemistry and physics to students in grades 9-12. Devised, implemented and evaluated standards-referenced educational programs that achieved or surpassed all program improvement target parameters. Created the first Advanced Placement science program in site history with classes scoring above national average as early as the first year of operation. Wrote assessment rubrics and served on three large scale criterion-referenced assessment scoring teams.
- **Management & Leadership.** Coached the Cross Country team to its first state meet appearance in five years. Collaborated with peers, parents and administration over three terms on a Site-Based Management Council.

Science/Social Studies/Health Instructor, Cherry Creek Schools, Denver, CO (8/94 – 6/96)

- **Instructional Design.** Team-taught middle school grades 6-8 within an interdisciplinary format. Served as review team member for early state standards. Created and implemented early accountability tools including standards-referenced portfolios.
- **Management & Leadership.** Co-sponsored student government. Produced and marketed the annual talent program. Organized fundraising efforts. Collaborated with peers, parents and administration over two terms on a Site-Based Management Council.

EDUCATION:

- **Colorado State University, Fort Collins, CO (1993-1994).** Post-graduate teacher certification with science endorsement for grades 6-12.
- **University of Colorado School of Medicine, Denver, CO (1986-1992).** 150 post-graduate semester hours toward M.D.
- **University of Colorado-Boulder, Boulder, CO (1982-1985).** BA, Molecular, Cellular and Developmental Biology.

AFFILIATIONS, AWARDS, CERTIFICATIONS, AND HONORS:

- **Community Service.** President, Eagle Cove Homeowner's Association (2007-present); Vice-President, Eagle Cove Homeowner's Association (2006-07).
- **Business.** Member, AZ Business Education Coalition (2005 - current).
- **Software Development.** Council Member and K-12 market advisor, The Open Source Portfolio Initiative (2003-04).
- **Education.** AZ Standard Secondary Science certification (1996 - current); CO Science certification (1994-2001); Russell Teaching Award, CSU (1994); Dean's List, CSU (1993-94).
- **Academic.** Dean's List, CUSM (1987-88 and 1991-92); Vice-President, Phi Rho Sigma Medical Society, CUSM (1988-89); Whitehead Pharmacology Award, CUSM (1988); Scored in upper 10th percentile on National Board Exam Part 1; Dean's List, CU-Boulder (1983-85); Phi Beta Kappa, CU-Boulder (1985).

5.3 Expertise / Reliability

OFFEROR'S PERSONNEL QUALIFICATIONS

SOLICITATION No. ED08-0010

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person. **DAVID BRASWELL**
2. Proposed position for contract service. **OFFSITE PD ACADEMY FACILITATOR; FACILITATOR CERTIFICATION COORDINATOR**
3. Position currently held in firm. ☒ Owner/Partner
☐ Other _____
4. Number of years with firm. **3.5 YRS**
5. Number of years of experience within the established job description. **28 YRS**
6. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s).
SEE RESUME
7. Based on the area(s) of expertise specified in Paragraph 5, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.

COMPANY CEO AND CO-FOUNDER; CO-DESIGNER AND CO-AUTHOR OF EMPLOYEE DISCIPLINE IN AN EDUCATION ENVIRONMENT; LEAD TRAINER OF PROGRAM FACILITATORS; LEAD FACILITATOR.

5.3 Expertise / Reliability



David L. Braswell
RESUME
114 West Canterbury Lane
Phoenix, AZ 85023
(602) 863-1159 (h) / (602) 524-5704 (cell)
dbraswell111@cox.net

PROFESSIONAL HIGHLIGHTS:

CEO & Co-founder, UPSLOPE Solutions LLC (April 2004 –present)

Responsible with Co-founder and President for all aspects of product design and development, sales, marketing, contract negotiations, finance and accounting. Company develops researched-based education professional development programs in the area of Education Legal Risk Management for: Employee Discipline & Student Discipline in Education Environments.

Education Consultant to the President: World Book Publishing (04/03 – 09/04)

- **Responsibilities:** Provided direction and guidance to restructure World Book nationwide sales force from a base pay compensation package to a commission pay compensation package.
 - **Reason for Leaving:** Contract Completion

Vice President, Education: PLATO Learning Company (09/01 – 10/02)

- **Responsibilities:** Officer of corporation. Charged with task to research and monitor national education direction and determine possible software solution opportunities that would meet the needs of the market based on market size, funding availability, and national mandate.
 - **Reason for Leaving:** Exercised Non-Compete

Founder, President, and CEO: TeachMaster Inc.-Teachers Pal (10/94 – 09/01)

- **Responsibilities:** Chief Executive Officer responsible for all Business Operation, Human Resources, Budget/Finance, Program Development & Improvement, Legal/Negotiation, Sales/ Marketing, Professional Development, Facilities, Project Management, Workflow/Logistical, Staff Development.
 - **Reason for Leaving:** Sold Company to PLATO Learning Corporation and assumed position with PLATO as Vice President of Education.

Curriculum, Instructional and Assessment Management Software Application

Designer/Researcher/Author/Consultant: (10/94 – 10/96)

Senior Education Advisor: Speaker of the Arizona House of Representatives

Education Advisor: Spalding Reading International, Phoenix, AZ

Research & Development

Nationally recognized curriculum researcher and software designer with standards driven software solutions available worldwide through PLATO Learning Company, and the Association for Supervision and Curriculum Development (ASCD).

- **Software Development:** Author & designer of numerous instructional, curriculum and standards assessment management software systems which currently include: Standards ToolKit, Standards Record Keeping & Reporting, Standards ReferenceMaster, Standards DesignMaster, Standards

5.3 Expertise / Reliability

VocabularyMaster, Standards Assessment Resource Library, and Standards Teaching Activities and Plans and Polaris, online Interactive Standards Reference Network.

- **Technical writing.** Defined marketing & product requirements for learning management system products and enhancements. Co-authored functional product requirements documents. Created storyboards and end user documentation. Author (user guides) for all developed software systems.

Corporate Administrative Specialist: Karsten Manufacturing Corporation (05/93 – 01/95)

- **Responsibilities,** Chief negotiator representing PING with the Office of Federal Contract Compliance. Responsible for writing Karsten Manufacturing Employee Handbook authored federally compliant salary scale to meet federal requirements for sub-contractors of federal contracts. Chief administrative assistant to Karsten L. Solheim.
 - **Reason for Leaving:** Founded Teacher's PAI, later to be renamed TeachMaster.

Bureau of Indian Affairs Office of Education: (09/84 – 05/93)

- Chief School Administrator, Wingate Elementary/Middle Boarding School, Gallup NM (09/90 – 05/93)
 - **Responsibilities,** All aspects of elementary, middle schools operations including: 14 million dollar budget, supervision of middle school, early childhood, and elementary school Principals and teachers. Responsible for all food- service, school-facilities, curriculum-development, federal Title programs, boarding-facilities, employee- housing, materials & supplies, athletics, transportation and fire protection. (187 employees)
 - **NOTE: Federal Background Check required to hold this level of position**
 - **Reason for Leaving:** Accepted position with family member (Karsten L. Solheim) in Phoenix AZ as Corporate Administrative Specialist, Karsten Manufacturing Corporation Ping Golf.
- Chief School Administrator, Lower Brule High School, Middle and Elementary, Lower Brule South Dakota (06/87 – 09/90)
 - **Responsibilities,** All aspects of elementary, middle and high school operations including: 8 million dollar budget, supervision of high school, middle school, early childhood, and elementary school Principals and teachers. Responsible for all food- service, school-facilities, curriculum-development & implementation, federal Title programs, materials & supplies, athletics, transportation and fire protection. (120 employees)
 - **NOTE: Federal Background Check required to hold this level of position**
 - **Reason for Leaving:** Accepted position as Chief School Administrator, Wingate Elementary/Middle Boarding School, Gallup, NM.
- Principal, Cherokee Middle School, Cherokee North Carolina (09/84 – 06/87)
 - **Responsibilities,** All aspects of, middle school operations including: 2 million dollar budget, supervision of middle school assistant principals and teachers. Responsible for all curriculum-development & implementation, federal Title programs, materials & supplies, athletics, (25 employees)
 - **Reason for Leaving:** Accepted position as Chief School Administrator, Lower Brule Education Agency, Lower Brule, SD)

Reading Teacher, Tiger Elementary School, Clayton, Georgia (09/79 – 06/84)

- **Responsibilities,** Certified Reading Specialist for elementary school. Directed elementary school Title I Reading Lab. Responsible for identification of all elementary students reading levels.
 - **Reason for Leaving:** Accepted position as Principal, Cherokee Middle School, and Cherokee NC.

5.3 Expertise / Reliability

Reading Teacher, Hendersonville Public Schools, Hendersonville, NC (01/79 – 06/79)

- **Responsibilities.** Certified Reading Specialist for elementary school. Directed elementary school Title I Reading Lab. Responsible for identification of all elementary students reading levels.
 - **Reason for Leaving:** Accepted position as Reading Specialist, Tiger Elementary School, Clayton, GA

Education:

- *Wright State University, Dayton, Ohio (9/73 - 6/74);*
- *Western Carolina University, Cullowhee, NC (9/75 – 5/79):* BSED,
- *Western Carolina University, Cullowhee, NC (5/86):* MAED,

Certifications, Organizations and Honors:

- Teacher of the Year, Tiger Elementary School, Clayton Georgia, (1980);
- Certified Middle School Teacher, 1978 – 2000
- Certified Administrative Certificate 1986 - 2000
- Certified Effective Teacher Trainer, NC, (1985- present);
- Dean's Lists: WCU (1986);
- Past member, ASCD, Association for Supervision and Curriculum Developers
- Past member, NSBA, National School Board Association
- Past member, ASBA, Arizona School Board Association

Technical Skills:

- Windows 9x/2000/XP/Vista; MS Office 2000, 2003, 2007®; MS Project 2000®; Folio®; Adobe; Power Point, Development of Product Requirements Document, Marketing Requirements Document, Business Plan Pro, Excel.

Civic Responsibilities & Duties

- Chariman, Legislative District 6, 11-06 -present
- Republican Precinct Committeemen Elected and Precinct Captain, Moon Valley, 01-04 - present
- Senior Education Advisor: Speaker of the Arizona House of Representatives (01-01-2005-2006)
- Az Governor Appointee: Joint Legislative Committee on All Day Kindergarten (09-20-04 – 2005)
- Member: Glendale Union High School Governing Board, Elected Term, (01/03 through 12/06) (82 million dollar budget)
- Member: Washington Elementary School Governing Board, Elected Term, (01/99 through 12/02) (150 million dollar budget)
- Advisor: Hispanics for Better Education, (09/02 – 12/02) Chair-John Florez/Norma Alvarez
- Member & President: Lookout Mountain Elementary School Site Council, (6/95 – 6/98)
- Board Member: South Dakota Literacy Council, (09/88 – 09/90) Chair Tom Leekey
- Board of Director, Rabun County Ga. Federal Credit Union (1980-83)

Personal Information

- Married to Rhonda Queen Braswell, 22 years.
- Three daughters, Chelsea, (20) Kelly, (19) freshman, NAU – Courtney, (17) Senior, Thunderbird High School.
- Member: North Phoenix Baptist Church, Phoenix, AZ 1996 - present
- Reside at 114 West Canterbury Lane, Phoenix, AZ 85023 since 01-1993 – Washington Elementary and Glendale Union School Districts.

5.3 Expertise / Reliability

References

- US Secretary of Education, Regional Representative: Dr Ann Hancock, 404-562-6225
- Arizona Congressmen, Trent Franks: 602-995-7194
- Arizona State Republican Party Chairman and former AZ Congressman, Matt Salmon: 602-315-7159
- Arizona House of Representatives, Speaker of the House, Jim Weiers: 602-926-4173
- Former Arizona House of Representatives, Representative Doug Quellan: 602-999-8748
- Arizona Senate, Senator Linda Gray, Chair Senate Higher Ed. Committee: 602-926-3376
- Washington Elementary School Board, Kate McGee, 602-359-3366
- Dick Stafford, Associate Pastor, North Phoenix Baptist Church, 602-799-9147
- North Carolina House of Representatives, Jeff Barnhart, 919-715-2009

See Attachments

- BIO

5.3 Expertise / Reliability

OFFEROR'S FINANCIAL DISCLOSURE

SOLICITATION No. ED08-0010

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

	<u>YES</u>	<u>NO</u>
1. Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the Offeror have an accounting manual?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Does the Offeror's firm prepare a public annual financial statement? (If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Does the Offeror's firm have interim financial statements prepared? (If YES, specify how often.) <u>QUARTERLY</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Offeror's firm audited by an independent auditor? (If YES, answer A thru D below.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. How often are audits conducted? _____		
B. By whom are they conducted: _____		
C. Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable.		
D. Does the Offeror's firm have any uncorrected audit exceptions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract? (If YES, submit a copy of the allocation plan with proposal.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? (If YES, answer A and B below.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. What is the dollar amount? \$ _____		
B. In which state(s)? _____		
8. Has the Offeror's firm ever gone through bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5.4 Required Forms

JANET NAPOLITANO
GOVERNOR



WILLIAM BELL
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION
100 NORTH 15th AVENUE, SUITE 301
PHOENIX, ARIZONA 85007
Telephone: (602) 542 2182; Facsimile: (602) 542 1800

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically A.R.S. 23-902 (c),(d), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.

5.4 Required Forms

- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR		UpSlope Solutions LLC	
FEDERAL ID# OR SOCIAL SECURITY		562454190	
ADDRESS/P.O. BOX:		P.O. Box 10683	
CITY:	Glendale	STATE:	AZ
SIGNATURE OF INDEPENDENT CONTRACTOR:	<i>Mauda A. Galt</i>		DATE: 12/21/07
ZIP:		85318	

STATE OF ARIZONA		ED	
AGENCY:	Department of Education	AGENCY#	
ADDRESS:		1535 W Jefferson St	
CITY:	Phoenix	ARIZONA ZIP:	85007
SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR:	<i>L. B. B. M.</i>		DATE: 12/24/07

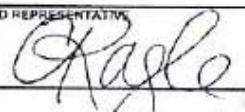
BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO: THE STATE OF ARIZONA, DEPARTMENT OF ADMINISTRATION, RISK MANAGEMENT SECTION, INSURANCE UNIT, 100 NORTH 15th AVENUE, SUITE 301, PHOENIX, AZ 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

<i>Kurt Williams</i>	26 DEC 07
Signature of Risk Management Authorized Signer	Date

5.4 Required Forms

<p>DO NOT SEND TO IRS</p> <p>Vendor MUST Print or Type information</p>	<p>STATE OF ARIZONA</p> <p>SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM</p>	<p>DO NOT SEND TO IRS</p> <p>Vendor MUST Print or Type information</p>
<p><input type="radio"/> Taxpayer Identification Number (TIN) 562454190</p> <p><input type="radio"/> TIN Type <input checked="" type="radio"/> Employer Identification Number (EIN) <input type="radio"/> State of Arizona HRIS EIN</p> <p><input type="radio"/> Social Security Number (SSN)</p>		
<p><input type="radio"/> Legal Name UPSLOPE SOLUTIONS LLC</p>		
<p><input type="radio"/> Entity Type Select one of the following:</p> <p><input type="radio"/> Corporation (NOT providing health care, medical or legal services) (SA)</p> <p><input type="radio"/> Corporation (providing health care, medical or legal services) (SM)</p> <p><input type="radio"/> Partnership, LLP (ST)</p> <p><input checked="" type="radio"/> LLC, LLC (SC)</p> <p><input type="radio"/> Individual/Sole Proprietor (SI)</p> <p><input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)</p> <p><input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)</p> <p><input type="radio"/> Tax-exempt organization under IRC §501 (50)</p> <p><input type="radio"/> An international organization or any of its agencies or instrumentalities (5U)</p> <p><input type="radio"/> State of Arizona employee (1B)</p> <p><input type="radio"/> Other, Tax-reportable entity (SP)</p>		
<p><input type="radio"/> Minority Business Indicator Select one of the following:</p> <p><input checked="" type="radio"/> Small Business (01)</p> <p><input type="radio"/> Small Business-African American (23)</p> <p><input type="radio"/> Small Business-Asian (24)</p> <p><input type="radio"/> Small Business-Hispanic (25)</p> <p><input type="radio"/> Small Business-Native American (27)</p> <p><input type="radio"/> Small Business-Other Minority (05)</p> <p><input type="radio"/> Small, Woman-Owned Business (06)</p> <p><input type="radio"/> Small, Woman-Owned Business-African American (29)</p> <p><input type="radio"/> Small, Woman-Owned Business-Asian (30)</p> <p><input type="radio"/> Small, Woman-Owned Business-Hispanic (31)</p> <p><input type="radio"/> Small, Woman-Owned Business-Native American (33)</p> <p><input type="radio"/> Small, Woman-Owned Business-Other Minority (11)</p> <p><input type="radio"/> Woman-Owned Business (03)</p> <p><input type="radio"/> Woman-Owned Business-African American (17)</p> <p><input type="radio"/> Woman-Owned Business-Asian (18)</p> <p><input type="radio"/> Woman-Owned Business-Hispanic (19)</p> <p><input type="radio"/> Woman-Owned Business-Native American (21)</p> <p><input type="radio"/> Woman-Owned Business-Other Minority (08)</p> <p><input type="radio"/> Minority-Owned Business-African American (04)</p> <p><input type="radio"/> Minority-Owned Business-Asian (32)</p> <p><input type="radio"/> Minority-Owned Business-Hispanic (24)</p> <p><input type="radio"/> Minority-Owned Business-Native American (15)</p> <p><input type="radio"/> Minority-Owned Business-Other Minority (02)</p> <p><input type="radio"/> Non-Profit, IRC §501(c) (68)</p> <p><input type="radio"/> Non-Small, Non-Minority or Non-Woman-Owned Business (00)</p>		
<p><input type="radio"/> Main Address Where tax information and general correspondence is to be mailed</p> <p>DBA/Branch/Location UPSLOPE SOLUTIONS</p> <p>Address P.O. BOX 10683</p> <p>Address continued</p> <p>City GLENDALE State AZ-ARIZONA Zip code 85318</p>		
<p><input type="radio"/> Remit to Address <input checked="" type="checkbox"/> Same as Main</p> <p>DBA/Branch/Location</p> <p>Address</p> <p>Address continued</p> <p>City State Zip code</p>		
<p><input type="radio"/> Certification</p> <p>Under Penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND</p> <p>3. I am a U.S. person (including U.S. resident alien).</p> <p>Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</p> <p>Signature <u>Randall A. Eden</u> Title PRESIDENT Date 10/31/07</p>		
<p>STATE OF ARIZONA AGENCY USE ONLY</p> <p>AGY Agency Authorization Phone # Date</p>		
<p>STATE OF ARIZONA GAO USE ONLY</p> <p>VENDOR & STATE AGENCY DO NOT WRITE BELOW THIS LINE</p> <p><input type="checkbox"/> IRS TIN Matching <input type="checkbox"/> Corporation Commission <input type="checkbox"/> HRIS <input type="checkbox"/> Other</p> <p>Vendor Number MC Processed by Date Processed</p> <p>GAO-W-9 Revised 4/18/05</p>		

5.4 Required Forms

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/26/2007
PRODUCER Phone (480) 348-2200 Fax 480-348-2169 DESERT MOUNTAIN INSURANCE SERVICES, INC. 2918 N. 67TH PLACE SCOTTSDALE AZ 85251		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED UPSLOPE SOLUTIONS, LLC PO BOX 10683 GLENDALE AZ 85318		INSURERS AFFORDING COVERAGE INSURER A: ZURICH INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
INSR. ACOL LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PAS002248567
		POLICY EFFECTIVE DATE (MM/DD/YYYY) 03/16/07
		POLICY EXPIRATION DATE (MM/DD/YYYY) 03/16/08
		LIMITS
		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RELATED PREMISES (EA occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	PAS002248567
		POLICY EFFECTIVE DATE (MM/DD/YYYY) 03/16/07
		POLICY EXPIRATION DATE (MM/DD/YYYY) 03/16/08
		LIMITS
		COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO	
		AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	
		EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES, DESCRIBE LIMITS SPECIAL PROVISIONS below	
		WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER:		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS SEE SUPPLEMENTAL CERTIFICATE INFORMATION		
CERTIFICATE HOLDER Arizona Department of Education 1535 West Jefferson Street Phoenix, AZ 85007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Attention:		AUTHORIZED REPRESENTATIVE  Carrie Ragle
ACORD 25 (2001/08)		Certificate # 12787
© ACORD CORPORATION 1988		

5.4 Required Forms

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #12787	
DATE OCT 26 07	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS	
<p>The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees are hereby added as an additional insured.</p> <p>A Waiver of Subrogation has been added in regards to the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.</p>	
Certificate # 12787	

END OF CONTRACT NO. ED08-0010